San Ysidro School District
Governing Board

AGENDA

Thursday
April 15, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate 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@sysdschools.org on or before Thursday, April 15, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/Q89x5toMRtUwn5qM8 on or before Thursday, April 15, 2021 at 3:00 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 (812) 727-7671 and enter the access code 723 932 246#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

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, MARCH 11, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular 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@sysdschools.org on or before Thursday, March 11, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/w8ssm5t1HsugYryx7 on or before Thursday, March 11, 2021 at 3:00 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 (414) 909-3640 and enter the access code 897 832 423#. 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.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICTS NOS. 1, 2, AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.

MINUTES

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

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

All votes during this meeting were completed by roll call.

3. AGENDA
The Board approved the agenda with the following corrections:
1) General Administration Agenda Item 13.2 - Changed the recommendation to "Authorize the launch of Phase III Hybrid Learning Program/s and expanded specialized cohorts either the week of April 5th or April 12th, depending on state guidelines for reopening schools, financial resources and staffing availability" to "April 12".
2) General Administration Item 13.7 - Deleted Revised Administrative Regulation 3350 and included revised Board Policy and Administrative Regulation 3530.
3) Tabled General Administration Agenda Item 13.22.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, March 11, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/w8ssm5t1HsugYryx7 on or before Thursday, March 11, 2021 at 3:00 p.m. Please limit comments to 300 words or less. 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.

There were no public comments.

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

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

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Gonzalez/Madera)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2020120351

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Erika Meza v. San Ysidro School District; Case Number: 37-2019-00053602

5.3 GOVERNMENT CODE SECTION 54957 (Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6 (Gonzales)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Gonzales, 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 6:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

1) The Board approved a settlement agreement in Office of Administrative Hearings, Case No. 2020120351. The motion was made by Board member Gurmilan, seconded by Board Member Pallasigue, with 5 votes in favor and 0 votes against.

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

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:
Mr. Antonio Martinez, Board President
Mr. Rudy Lopez, Board Vice-President
Mrs. Rosaleah Pallasigue, Board Clerk
Mr. Humberto Gurmilan, Member
Mrs. Irene Lopez, Member

Moment of Silence by Board President Martinez to honor the victims that lost their lives to COVID-19, for those that are sick and their families.

8. FLAG SALUTE by Kiara Denton-Garcia, OVHS Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPION AWARDS (Mata)

9.1 Ocean View Hills (OVH) Student Performance - Presenter Principal Consuelo Carranza

- Student Performer Martin Orozco
- Student Performer Kiara Denton-Garcia
- Student Performer Oscar Zuniga
- Student Performer Nicholas Alston

9.2 Vista Del Mar Middle (VDM) School - School Site Council (SSC) - Presenter Principal Irene Herrera-Cevallos

- VDM 8th Grade Student Emma Martinez, SSC President
- VDM 7th Grade Student Nathan Pigon, SSC Representative
- VDM 7th Grade Student Isabelle Cruz, SSC Representative

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who wish to comment on topics included on the Open Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, March 11, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/w8ssm5t1HsugYryx7 on or before Thursday, March 11, 2021 at 3:00 p.m. Please limit comments to 300 words or less. 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.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) Good things are coming. The Board is trying to do the best they can. 2) Thanked the staff for all the work they do. 3) Feels protected against COVID because of the vaccine. We need to respect each other and continue to wear our masks and take precautions. Hopes to have everyone on board with the vaccine. 4) Congratulated the students that were recognized.

Board Member Gurmilan, Commented: 1) He is thankful for everyone's work at the district. 2) Thanked the students that were recognized. It's nice to see students in our meetings. 3) He is grateful for the work that our administration, SYEA and CSEA are doing negotiating and working together to make sure we get through this challenging year. Hopes that eventually we can get all of our students back to our

schools. We can do this together. 4) He received the COVID vaccine and is hopeful to return to the classroom to teach and see his students in person. 5) He is excited about where we are as a district. 6) We are seeing the end of the storm on the horizon and we will make it as a district.

Board Clerk Pallasigue, Commented: 1) Thanked CSEA and SYEA for their continued collaboration and support. 2) COVID interrupted our lives but all is not lost when you have educators and a community that cares. San Ysidro is a special place and cannot be broken. It's spirit is strong and the desire to raise the children with dignity and success is palpable. 3) Congratulated the students that were recognized. 4) Appreciates everyone that got vaccinated. 5) Congratulated everyone for moving forward and coming back to the school site.

Board Vice- President Rudy Lopez, Commented: 1) A year ago tomorrow we had our last in person Board meeting at Smythe School and had a presentation on what could happen if the COVID outbreak got serious. We closed the next day. 2) Thanked families, teachers, staff and the administration for battling through this and still being with us. 3) Appreciates President Martinez' moment of silence. 4) He looks forward to taking steps for some form of normalcy. We will not rush anything. No amount of money will get us to do something we are not ready to do . 5) Looks forward to improving our physical and mental health.

Board President Martinez, Commented: 1) Nearly five hundred thirty thousand people lost their lives to COVID-19. Safety for us has always been the priority and will continue to be. 2) Thanked staff for being heroes during the pandemic. Thanked Dr. Potter for her leadership. 3) The President signed the American Rescue Plan. Our school district will be receiving approximately ten million dollars for student safety and to ensure that students continue to have the best quality education given the circumstances we are in. 4) He wants to make sure we lead by example and he will be at the District Office for Board meetings when we reopen. 5) We are seeing light at the end of the tunnel and has a lot of faith that we will get through this safely.

Superintendent Potter, Commented: 1) She expressed gratitude to the County of San Diego Health Department, VEBA and the partnership they have with the San Diego County Office of Education for prioritizing vaccine access to educators with a health equity lens. Due to the county's health equity metric, our school district had the first access to the vaccines countywide. Hopes that by the end of March early April, our employees would have had the opportunity for the second vaccine. 2) To be able to hug your family and possibly have the opportunity for our children to return to school, having the vaccine brings some hope to all of us. 3) Thanked the Governing Board for their leadership, courage and passion for our community. 4) Thanked staff for their courage and resilience during this difficult time. She is proud of the team. 5) Welcomed guest speaker Dr. Howard Tarris from the UCSD School of Medicine who has been helping school districts safely reopen.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Phase III School Reopening Planning - Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas and Executive Director of Educational Services, Cynthia Monreal-Gonzalez

12.2 2021 Certificates of Participation and Community Facility Districts (CFD's) No. 1, No. 2 and No. 3 Presentation - DS&C, President, Dale Scott

12.3 2020-21 Second Interim Financial Report - Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of February 11, 2021 and the minutes of the Special Board Meeting of February 24, 2021.

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

13.2 PHASE III INSTRUCTIONAL PROGRAMS REOPENING TIMELINE (Potter)
The Board authorized the launch of Phase III Hybrid Learning Program/s and expanded specialized cohorts the week of April 12th, depending on state guidelines for reopening schools, financial resources and staffing availability.

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

13.3 UPDATED COVID-19 SAFETY PLAN (Farkas)
The Board adopted the San Ysidro School District updated COVID-19 Safety Plan (CSP). COVID-19 testing is not required when in the red tier, however as a safety measure the district will be testing staff and students. Revise the San Ysidro School District COVID-19 Safety Plan (CSP). Testing cadences have been adjusted based on the recent Senate Bill 86.

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

13.4 RESOLUTION NO. 20/21-0028 - CESAR CHAVEZ DAY (Potter)
The Board adopted Resolution No. 20/21-0028 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

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

13.5 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATION 0430 - COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (Gonzalez)
The Board approved First Reading and Adoption of Revised Administrative Regulations 0430 - Comprehensive Local Plan for Special Education.

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

13.6 FIRST READING AND ADOPTION OF NEW AND REVISED ADMINISTRATIVE REGULATION AND EXHIBIT - 1000 SERIES (Potter/Farkas)
The Board approved First Reading and Adoption of New and Revised Board Policies, Administrative Regulations and Exhibit - 1000 series: New Exhibit 1113 - District and School Websites and Revised Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.7 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBIT - 3000 SERIES (Adrianzen)
The Board approved First Reading and Adoption of New and Revised Board Policies and Administrative Regulations and Exhibit - 3000 series: Board Policy 3280 - Sale or Lease of District-Owned Real Property, Revised Board Policy and Administrative Regulation 3530 - Risk Management/Insurance, Board Policy 3555 - Nutritional Program Compliance and New Exhibit 3555 - Nutrition Program Compliance.

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

13.8 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES (Gonzales)
The Board approved the First Reading and Adoption of New and Revised Board Policies, Administrative Regulations and Exhibits - 4000 series: Revised Administrative Regulation 4030 – Nondiscrimination in Employment, Revised Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment, New Administrative Regulation/Exhibit 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures, Revised Board Policy/Administrative Regulation 4157/4257/4357 – Employee Safety, Revised Administrative Regulation 4157.1/4257.1/4357.1 – Work-Related Injuries, Revised Board Policy/Administrative Regulation 4119.25/4219.25/4319.25 – Political Activities of Employees and Revised Board Policy 4140/4240/4340 – Bargaining Units.

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

13.9 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 5000 SERIES (Farkas)
The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations and Exhibits - 5000 series: Revised Board Policy/Administrative Regulation 5113.1 - Chronic Absence and Truancy, Revised Board Policy/Administrative Regulation 5113.2 - Work Permits, Revised Administrative Regulation 5113.11 - Attendance Supervision, Revised Board Policy/Administrative Regulation 5126 - Awards for Achievement, Revised Board Policy/Administrative Regulation 5141.22 - Infectious Diseases, Revised Board Policy/Administrative Regulation 5141.31 - Immunizations, Revised Administrative Regulation 5145.3 - Nondiscrimination/Harassment, Revised Board Policy/Administrative Regulation 5145.7 - Sexual Harassment, Revised Administrative Regulation/Exhibit 5145.71 - Title IX Sexual Harassment Complaint Procedures, Revised Board Policy/Administrative Regulation 5148.3 - Preschool/Early Childhood Education and Revised Board Policy/Exhibit 5145.6 - Parental Notifications.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.10 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 6000 SERIES (Gonzalez)
The Board approved First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 6000 series: Board Policy/Administrative Regulation 6142.7 – Physical Education and Activity, Board Policy/Administrative Regulation 6159 – Individualized Education Program, Board Policy/Administrative Regulation 6159.1 – Procedural Safeguards for Special Education, Board Policy/Administrative Regulation 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education, Board Policy/Administrative Regulation/Exhibit 6161.1 – Selection and Evaluation of Instructional Materials and Board Policy 6170.1 – Transitional Kindergarten.

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

13.11 FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS AND EXHIBIT - 9000 SERIES (Potter)
The Board approved First Reading and Adoption of Revised Board Bylaws and Exhibit - 9000 series: Revised Board Bylaw 9012 - Board Member Electronic Communications, Revised Board Bylaw 9320 - Meetings and Notices and Revised Exhibit 9323.2 - Actions by the Board.

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

13.12 RESOLUTION NO. 20/21-0021 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT 2021 CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $16,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS AND RELATED ACTIONS (Adrianzen)

The Board approved and Adopted Resolution No. 20/21-0021. *The District's bond counsel was available to provide a brief explanation and answer any questions the Governing Board had.*

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

13.13 RESOLUTION NO. 20/21-0022 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen)

The Board approved and Adopted Resolution No. 20/21-0022. *The District's bond counsel was available to provide a brief explanation and answer any questions the Governing Board had.*

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

13.14 RESOLUTION NO. 20/21-0023 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen)

The Board approved and Adopted Resolution No. 20/21-0023. *The District's bond counsel was available to provide a brief explanation and answer any questions the Governing Board had.*

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.15 RESOLUTION NO. 20/21-0024 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Adrianzen)

The Board approved and Adopted Resolution No. 20/21-0024. *The District's bond counsel was available to provide a brief explanation and answer any questions the Governing Board had*.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.16 SECOND INTERIM FINANCIAL REPORT FOR 2020-21 FISCAL YEAR (Adrianzen)

The Board approved the 2020-21 Second Interim Financial Report.

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

13.17 AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION (Adrianzen/Gonzales)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the San Ysidro Education Association related to formal notice of retirement.

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

13.18 AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (Adrianzen/Gonzales)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the Classified School Employees Association related to formal notice of retirement.

Motion: Pallasigue Second: Gurmilan Vote: 5-0

13.19 AB1200 AND THE COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) (Adrianzen/Gonzales)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the California School Employees Association to extend the number of COVID-19 related leave days during the 2020-21 school year.

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

13.20 AB1200 AND AMENDMENT NO. 1 TO THE COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA)
(Adrianzen/Gonzales)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and Amendment No. 1 to the Collective Bargaining Agreement with San Ysidro Education Association (SYEA) to extend the number of days of COVID-19 related leaves and other compensation for unit members re-assigned or volunteering for special assignments during the 2020-21 school year.

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

13.21 AB1200 AND THE MEMORANDUM OF UNDERSTANDING WITH CERTIFICATED MANAGEMENT (Adrianzen/Gonzales)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and the Memorandum of Understanding with two Certificated Management staff to provide required 2020-21 Multi-Disciplinary Assessments.

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

13.22 AGREEMENT WITH PRIMARY HEALTH FOR COVID-19 APPLICATION SERVICES
(Farkas) ***- Tabled***
Approve the agreement with Primary Health for services related to COVID-19 testing. Primary provides applications for electronic consent and reporting tests results to individuals. The cost of the agreement is not to exceed $25,000.00.

Motion: _____ Second: _____ Vote: _____

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Gonzales)
The Board approved the employment for the following as recommended by staff:
14A.1 Instructional Aide

RESIGNATION (Gonzales)
The Board approved/ratified the resignation for the following as recommended by staff:
14A.2 Publication Technician

14B. PERSONNEL – CERTIFICATED

RETIREMENT (Gonzales)
The Board approved/ratified the retirement for the following as recommended by staff:
14B.1 School Nurse

14C. CURRICULUM & INSTRUCTION

14C.1 EXTENDED SCHOOL YEAR 2021 WAIVER (Gonzalez/Madera)
The Board approved the Waiver for Extended School Year 2021 to reduce the number of instructional days provided to special education students.

14C.2 STUDENT PARTICIPATION IN THE 28TH ANNUAL ADELANTE MUJER CONFERENCE (Farkas/Aviles)
The Board approved/ratified the participation of female students in grades 6th to 8th and their mothers/guardians to the 28th Annual Adelante Mujer Virtual Conference on Saturday, March 6, 2021 at no cost to the District.

14C.3 PROFESSIONAL DEVELOPMENTS - MARCH (Gonzalez)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period February 2, 2021 through March 2, 2021.

14D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of February 3, 2021 through March 1, 2021 for a total expenditure of $1,485,354.40.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $10,000.00 to help support and enrich our educational programs.

14D.4 AGREEMENT WITH CORODATA RECORDS MANAGEMENT (Adrianzen)
The Board approved the agreement with Corodata Records Management to provide offsite records storage and document shredding services at an estimated annual cost of $4,000.00 from the General fund.

14D.5 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR DIGITAL DIVIDE GRANT 2020-21 (Adrianzen/Gonzalez/Lewis)
The Board approved the Memorandum of Understanding from San Diego County of Education related to the Digital Divide Grant funds in the amount of $248,277.73.

14D.6 MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO POLICE DEPARTMENT - NOTIFICATION OF EXPOSURE TO TRAUMA PROJECT (Farkas)
The Board approved the five-year Memorandum of Understanding with the San Diego Police Department to implement the Notification of Exposure to Trauma Project at no cost to the District.

14D.7 MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY (Farkas)
The Board approved/ratified the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey during school year 2020-21 at the total cost of $2,662.60 from the General fund.

14D.8 AGREEMENT WITH AARDVARK ANT AND PEST CONTROL (Farkas/Azevedo)
The Board approved/ratified the agreement with Aardvark Ant & Pest Control at an annual cost up to $1,688.00 from the Routine Restricted Maintenance fund.

14D.9 AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC. (Farkas/Azevedo)
The Board approved the 5-year Equipment and Service Agreement with Stanley Convergent Security Solutions, Inc. for the installation and monitoring services of temperature probes at all of the school site cafeterias at a cost of $61,472.45 from the General fund.

14D.10 AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES (Farkas/Azevedo)
The Board approved the 5-year agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff at an annual fee of $900.00 from the Routine Restricted Maintenance fund.

14D.11 AGREEMENT WITH PROFESSIONAL TUTOR OF AMERICA, INC. (Gonzalez/Madera)
The Board approved the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for students with special needs at a not to exceed amount of up to $8,000.00 from the Special Education fund.

14D.12 AGREEMENT WITH ASSESS-APE (Gonzalez/Madera)
The Board approved the agreement with ASSESS-APE to provide an independent Adaptive Physical Education evaluation to a student with special needs at a total amount up to $2,000.00 from the Special Education fund.

14D.13 AGREEMENT WITH IEPREADY (Gonzalez/Madera)
The Board approved the agreement with IEPready to provide an independent Occupational Therapy evaluation to a student with special needs at a total amount up to $1,500.00 from the Special Education fund.

14D.14 AGREEMENT WITH FUNCTIONAL INTEGRATED THERAPEUTIC SERVICES (Gonzalez/Madera)

The Board approved the agreement with Functional Integrated Therapeutic Services to provide an independent physical therapy evaluation to a student with special needs at a total amount up to $1,000.00 from the Special Education fund.

14D.15 AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS (Gonzalez/Madera)

The Board approved the agreement with Nadia Braun - AcademiCognitive Connections to provide in-person assessments at a cost not to exceed $21,120.00 from the Special Education fund.

14D.16 AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES (Gonzalez)

The Board approved the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of $8,300.00 from the General fund.

14D.17 AGREEMENT WITH THE SOUTHERN CALIFORNIA KAISER PERMANENTE MEDICAL GROUP FOR OHSS (Gonzales)

The Board approved the agreement with Southern California Permanente Medical Group for Occupational Health and Safety Services (OHSS).

Board Clerk Pallasigue made a motion to adjourn, seconded by Board Member Gurmilan. The vote was 5-0.

15. ADJOURNMENT Time: 8:59 p.m.

Respectfully Submitted,

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

PLEASE NOTE THAT THE CORPORATION'S MEETING WILL TAKE 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
THURSDAY, MARCH 4, 2021
6:30 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, 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 was submitted by email to publiccomment@sysdschools.org on or before Thursday, March 4, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically submitted the Public Comment Request Form: https://forms.gle/9XnHij2N9wNo26rZ9 on or before Thursday, March 4, 2021 at 3:00 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 (515) 890-5259 and enter the access code 858 011 239#. Closed Session was held at 6:30 p.m. to 7:30 p.m., and reconvened into Open Session at 7:30 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 6:32 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

3. FLAG SALUTE by Antonio Martinez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

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

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, March 4, 2021 at 3:00 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/9XnHij2N9wNo26rZ9 on or before Thursday, March 4, 2021 at 3:00 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.

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

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:37 p.m. in accordance with section 54954.5 regarding:

6.1 GOVERNMENT CODE SECTION 54957.6 (Adrianzen/Gonzales)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Gonzales, 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 7:30 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. No action was taken.

7. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, March 4, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically submitted the Public Comment Request Form: https://forms.gle/9XnHij2N9wNo26rZ9 on or before Thursday, March 4, 2021 at 3:00 p.m. All comments submitted were 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.

Telephonic Public Comment:
Corina Elizarraras, Parent, Commented: 1) Shared concerns regarding the reopening of school. 2) We will only have fifty-four school days left to finish the school year after spring break. 3) People are getting vaccinated but do the families of our students fall under the tier that are qualified to get vaccinated? We have multi-generational households with people still at risk of getting sick. 4) Think about our teachers, students and our community. Let's allow more time for people in our community to get vaccinated. 5) Let safety be the number one priority when making a decision. They are our children and our teachers.

Public comments are attached.

8. GENERAL ADMINISTRATION

8.1 BOARD GOVERNANCE WORKSHOP
The Board reviewed the following topics:

- The Charter Schools Act: A Brief Overview of Legal Requirements and the Petition Review Process Presentation - Best, Best & Krieger Legal Counsel Dina Harris
- Phase III Instructional Program Data, Instructional Program Options and Proposal - Assistant Superintendent of Educational Leadership, Pupil Services and Safety Dr. David Farkas, Executive Director of Human Resources Linda Gonzales, Chief Business Official Marilyn Adrianzen & Executive Director of Educational Services Cynthia Monreal-Gonzalez

8.2 AUTHORIZE THE AMENDMENT AND EXPANSION OF THE 2020-2021 PHASE III INSTRUCTIONAL PROGRAM POTENTIAL OPTIONS (Potter/Gonzalez)
The Board approved the amendment of the 2020-2021 Phase III Instructional Programs to expand the instructional program options dependent upon state guidelines for school reopening, staffing availability, resources, and the district receiving the In Person Instruction state Grant funds, and additional federal stimulus funds. Phase III instructional program options may include, if staffing is available: 1) Continuation of the Distance Learning Academy; 2) Various Hybrid or Blended Learning Programs; and 3) Expanded Specialized Cohorts for At-Risk Students. Phase III Instructional Program in-person options will allow for a phased in approach that adheres to state school reopening guidelines.

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

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

9. ADJOURNMENT Time: 9:58 p.m.

Respectfully Submitted,

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

Public Comments for the
March 4, 2021 - Special Board Meeting

7. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Mr. Mata will read the name, agenda/non agenda item and comment.

	From	Agenda/ Non Agenda Item	Comment
1	Arturo Preciado	Reopening Schools	As a concerned school employee I must express my beliefs towards reopening the schools. Since we have just started receiving our first few dosages of our Covid vaccines I believe this is a major reasons San Ysidro Schools should postpone on reopening. Not only will reopening now will put us at major risk especially the staff has been on site since the beginning of the pandemic. Speaking to our parents it has come to my attention that many do not feel comfortable with letting their kids come back to school. Especially for the fact that we have 2 months left for summer break. A lot of parents have expressed their displeasure at the idea for the school to open. As many are aware San ysidro is still in the purple tear with several members of the population catching Covid-19. If the concern of the District is the safety of students and staff they should reconsider postponing reopening schools until the following school year. Translation: Como empleado preocupado de uno de los planteles, debo expresar mi sentir sobre la reapertura de nuestras escuelas. Debido a que apenas comenzamos a recibir nuestra primera dosis de la vacuna para Covid, creo que esta es la principal razón por la cual las escuelas de San Ysidro deberían posponer la reapertura. El reabrir ahora, no solo nos pondrá en mayor riesgo, especialmente al personal escolar que ha estado en los planteles desde el inicio de la pandemia. Después de haber hablado con los padres de familia, me han comunicado que muchos de ellos no se sienten agusto dejar que sus niños regresen a clases. Especialmente por el hecho de que solo nos quedan 2 meses para las vacaciones de verano. Muchos de los padres han expresado su desagrado sobre la idea de que abran las escuelas. Como muchos ya saben, San Ysidro sigue estando en el nivel morado y con varios de sus integrantes contagiándose de Covid-19. Si al Distrito le preocupa la seguridad de sus alumnos y de su personal escolar, debería considerar el posponer la reapertura de las escuelas hasta el próximo ciclo escolar.
2.	Lucielin Cortes	Board Meeting 8.2	It is still very dangerous to open the schools if our zip codes are still very high in COVID. Schools should not be open until all staff receives the SECOND vaccine. Thank you. Translation:

			Aún es muy peligroso abrir las escuelas, ya que nuestros códigos postales siguen teniendo números muy altos en los contagios de Covid. Las escuelas no deberían abrir, si no hasta que todo el personal escolar haya recibido su SEGUNDA vacuna. Gracias.
3.	emalvarado	Board Agenda 8.2	We are not prepared for hybrid teaching because the majority of staff has not yet received their 2nd vaccine. There are still zip codes within our district that are in purple tier. With regards, Esmeralda Alvarado Translation: No estamos preparados para la enseñanza hibrida, por el hecho de que la mayoría del personal escolar no ha recibido su segunda vacuna. Aún hay códigos postales de nuestro distrito dentro del nivel morado. Atentamente, Esmeralda Alvarado
4.	Maria del Rocio Diaz	School reopening	I feel that opening schools at this time will be risky due to staff members not being able to be vaccinated yet. Also our zip code numbers are not looking good for schools to reopen our zip codes are still in purple tier let's not make the mistake to put our students and staff in danger just because of money. Translation: Siento que el abrir las escuelas en este momento sería riesgoso, ya que no todo el personal escolar ha podido ser vacunado. Además, nuestros códigos postales aun no se ven bien para que nuestras escuelas reabran, nuestroscódigos postales siguen en el nivel morado, no hay que cometer el error de poner a nuestros alumnos y al personal escolar en peligro solo por dinero.
5.	Adriana Garcia	Board Meeting	Good afternoon, Superintendent, board members I would like to start by saying Thank you, on helping us to get our vaccines. I feel that we are so close on being able to open safely. Covid Numbers are going down. Being so close to reopen safely why not just wait until we get our second vaccine? according to our numbers 92173 is still at 33.7/100,000 per San Diego County (so we are still in purple tier) Once again Thank you Safety first for our students and staff. Translation: Buenas Tardes, Superintendente, Integrantes de la Mesa Directiva,

			Quiero comenzar agradeciendo el que nos hayan ayudado a recibir nuestras vacunas. Siento que estamos ya muy cerca de poder abrir con seguridad. Los números de Covid han bajado. ¿Si estamos ya tan cerca de poder abrir con seguridad, porque no esperar hasta obtener nuestra segunda vacuna? De acuerdo a los números y al Condado de San Diego, el código postal 92173 aún está en 33.7/100,000 (por lo tanto, seguimos en el nivel morado) Una vez más, Gracias, la seguridad por encima de nuestros alumnos y del personal escolar.
6.	**Joana Ynostros**	Board agenda 8.2	To whom it may concern, Today a very important decision will be made that is extremely important to everyone. I think is crucial getting the 2nd dose vaccine before returning to work in person. Hybrid should star when all staff have had their 2nd shot. Our Zip Codes numbers are really high the 92154 is at 19.8/100,000 and 92173 is at 33.7/100,000 we are in purple tier returning in person will damaged more the health of our community. Thank you! Translation: A Quien Corresponda,Hoy se tomará una decisión bastante importante y que es extremadamente importante para todos. Creo que el obtener la segunda dosis de la vacuna antes de regresar a trabajar en persona es fundamental. La enseñanza hibrida debería de comenzar una vez que todo el personal escolar haya obtenido su segunda vacuna. Los números de nuestro código postal, 92154 se encuentra en 19.8/100,000 y el 92173 se encuentra en 33.7/100,000, estamos en el nivel morado y regresar en persona dañará más la salud de nuestra comunidad. ¡Gracias!
7.	Theresa Martinez	Hybrid	Dear Board Members of SYSD, I would like to express my concerns regarding Hybrid Learning. In order for all staff, students to be Safe, Healthy and return full time on school campuses. We should All be fully vaccinated with both doses. It is crucial to be out of the Purple tier and bring down our numbers of Positive Covid Cases of our current 92154 & 92173 population. In order to do so we need to make sure that all Staff received their second vaccine to return to Hybrid Learning! Thank you, Translation: Querida Mesa Directiva de SYSD, Quiero expresarles mi inquietud sobre el Aprendizaje Híbrido. Para que todo el personal escolar y el alumnado estén seguros, saludables y que puedan

			regresar tiempo completo a los planteles escolares, todos debemos estar completamente vacunado y haber recibido las dos dosis. Es fundamental estar fuera del nivel morado y el que los números de casos positivos de Covid hayan bajado entre nuestra población del 92154 y del 92173. ¡Para poder hacer eso, necesitamos asegurar que todo el personal escolar haya recibido su segunda vacuna para regresar al Aprendizaje Híbrido! Gracias
8.	Fernando Rios	Board Agenda 8.2	Good evening Board Members, Superintendent, Cabinet, and everyone else listening to the board meeting, We have been living in this pandemic for almost a year now, 356 days to be exact. I have kept a daily log since we were first told the district would close due to Covid19. Never in my life did I think we would be making decisions that could affect our community in whether they survive this pandemic. But here we are, and that is exactly what we have been doing. And up to today, I can say it hasn't been easy, but somehow, we have been able to manage, and we have been able to work together for the safety of our students and staff. Right now, in our zip codes, we are finally being given a break to breath. However, we are not out of danger yet. It's great to see that countywide, we are getting close to the 7/100,000 case rate. But here in our zip codes we are still not close to that number yet. We are still in the purple tier. 92173 is still at 33.7/100,000. We do hope it continues to decrease; however, our fear is if we look at the pattern that Covid has had, every time there is a holiday or vacation, we see the numbers spike. We are coming close to spring break and think there could be a spike in numbers especially if we add the new variants of Covid19. To ensure the safety of everyone, we don't agree in going into a hybrid model until all staff have had access to the 2nd vaccine and until our zip codes are out of the purple tier. The county's case rate has always been extremely different than our zip codes in San Ysidro, and we need to continue looking at this data to make sure we are all safe. I cannot wait until we can go back to some type of normalcy, however, this should not be at the cost of people's lives. We are so close, let's not rush, and make the right decision so that we can all survive. Thank you, Fernanda Rios CSEA President Translation: Buenas Tardes Mesa Directiva, Superintendente, Gabinete, y a Todos lo Oyentes a la Junta de la Mesa Directiva, Hemos estado viviendo dentro de esta pandemia por casi un año, 356 días para ser exactos. He llevado un registro de cada día desde que el distrito inicialmente nos informó que cerraría debido a Covid19. Nunca en mi vida,

			pensé que tomaríamos decisiones que podrían afectar a nuestra comunidad, sobre si sobreviviríamos está pandemia o no. Pero aquí estamos y es exactamente lo que hemos estado haciendo. Hasta ahora, puedo decir que no ha sido fácil, pero de alguna manera hemos podido manejarlo y hemos podido trabajar juntos por la seguridad de nuestros alumnos y del personal escolar. Ahora, nuestros códigos postales, finalmente han recibido un respiro. Sin embargo, aún no salimos del peligro. Es grandioso ver como a nivel Condado, nos estamos acercando al índice de casos del 7/100,000. Pero, aquí en nuestros códigos postales, aún no estamos cerca de ese número y seguimos en el nivel morado. El código 92173 está en el 33.7/100,000. Esperamos que siga disminuyendo, sin embargo, nuestro miedo es que, si vemos el patrón que Covid ha tenido, cada vez que hay un día festivo o vacaciones vemos que los números aumentan. Ya casi estamos en las vacaciones de Primavera y creo que puede haber un aumento en los números, especialmente si le agregamos la variación de Covid19. Para asegurar la seguridad de todos, no estamos de acuerdo de comenzar la modalidad híbrida hasta que todo el personal haya tenido acceso a la segunda vacuna y hasta que nuestros códigos postales estén fuera del nivel morado. El índice de casos del Condado siempre ha sido extremadamente diferente al de nuestros códigos postales en San Ysidro, y debemos seguir enfocándonos en esta información para asegurarnos de que todos estemos seguros. Ya quiero que podamos tener algún tipo de normalidad, sin embargo, no debe de ser a costa de la vida de las personas. Ya estamos tan cerca, no hay que apresurarnos, y hay que tomar la decisión correcta para todos podamos sobrevivir. Gracias, Fernanda Rios Presidenta de CSEA
9.	Carmina Chavira	Board Agenda 8.2	I believe that hybrid learning should only occur when we have received our second shot. This will allow us to be safe and keep our community safe as well. We should also only go into hybrid learning when our community is out of the purple tier. This will keep us safe and the children safe too. Translation: Creo que el aprendizaje híbrido solo debe ocurrir cuando hayamos recibido nuestra segunda vacuna. Esto nos permitirá estar a salvo y mantener segura a nuestra comunidad. Además, solo deberíamos entrar en el aprendizaje híbrido una vez que nuestra comunidad esté fuera del nivel morado. Esto nos mantendrá a nosotros y a los niños seguros.
10.	Maricela Banuet	School should not open	School's must re-open until everyone is fully vaccinated. Why rush to re-open now when the year is practically over?

			Wait until the new school year begins to re-open. Wait until everyone is fully vaccinated and safe. Translation:Las escuelas deberían de volver a abrir hasta que todos estén completamente vacunados. ¿Por qué apresurar la reapertura cuando el ciclo escolar prácticamente ya terminó? Esperen hasta el ciclo escolar nuevo para reabrir. Esperen hasta que todos estén completamente vacunados y a salvo.
11.	**Shirley Olguin**	Board Agenda 8.2	To whom it may concern: I really believe that we should wait to go back to face-to-face classes. We are not ready since SY area is still in purple and most of the population still need the vaccine. In addition, the staff need the second dose in order to return. Thanks Translation: A Quien Corresponda, En verdad creo que debemos esperar para regresar a las clases presenciales. No estamos listos, ya que la zona de SY aun permanece en morado y la mayoría de la población aún necesita su vacuna. Además, el personal escolar necesita su segunda dosis para poder regresar. Gracias
12.	Yolanda Olzewski	8.2 Board Agenda	Good evening Dr. Potter and Board members I would like for you to consider the health, safety and well being of our employees and students when reopening our schools. We know for a fact our students can not receive any vaccination at this time. I know it's vital to reopen our schools, but we should reopen after all our district employees have received the 2nd vaccination. Thank you in advance. Sincerely, Yoly Olszewski Translation: Buenas Tardes Dra. Potter y Mesa Directiva, Me gustaría que tomaran en consideración la salud, seguridad y el bienestar de nuestros empleados y alumnos al reabrir nuestras escuelas. Sabemos, que, por el momento, nuestros alumnos no pueden recibir ninguna vacuna. Se que es importante reabrir las escuelas, pero debemos hacerlo después de que todos los empleados del distrito hayan recibido la segunda vacuna. Agradezco de antemano. Atentamente, Yoly Olszewski
13.	Jaime	COVID	Please open schools safely we are still battling high cases

			Translation: Hagan favor de abrir las escuelas con seguridad, aún estamos combatiendo un alto número de casos.
14.	Lucero Gomez	Board Agenda 8.2	My name is Lucero Gomez and I'm a member of san ysidro community and I hope everybody is in good health at this moment. My email is regarding coming back to school in person. I'm ready as a majority of people to come back to our normal life unfortunately COVID 19 cases are not going down as we want. Our zip code 92173 still in purple tier according to San Diego County update and we still need to be taking all safety procedures to stay healthy. As we known all education workers are getting vaccinated getting their first dose and they have to get the 2nd booster to be protected against CoVId 19. I just want to asked if is possible to come back to schools after all staff have their 2nd. Vaccine to try to keep our students and district staff safe. Thank you for your time. Translation: Mi nombre es Lucero Gomez y soy parte de la comunidad de San Ysidro y espero que, en este momento, todos se encuentren saludables, Mi correo es sobre el regreso presencial a clases. Como la mayoría de las personas, estoy lista para regresar a una vida normal, desafortunadamente, los casos de COVID 19 no han disminuido como queremos. De acuerdo a las actualizaciones del Condado de San Diego, nuestro código postal 92173 sigue en el nivel morado y debemos continuar llevando a cabo los procedimientos de seguridad para mantenernos sanos. Como ya sabemos, todos los trabajadores de educación se están vacunando con su primera dosis y tienen que obtener la segunda dosis para protegerse de Covid19. Solo quiero pedir, si es posible, que regresemos a las escuelas después de que todo el personal escolar haya adquirido su segunda vacuna, por la seguridad de nuestros alumnos y del personal del distrito. Gracias por su tiempo
15.	Brenda Casillas	Safety First	Hi, I honestly don't think it's safe to start hybrid learning without the second shot. We need to keep in mind that our zipcodes 92154 and 92173 still have many covid cases. Please keep us safe, we all have families we want to enjoy. Thank you Translation: Hola, Honestamente, no creo que sea seguro comenzar el aprendizaje hibrido sin la segunda vacuna. Debemos tomar en cuenta que nuestros códigospostales, 92154 y 92173 aún tienen muchos casos de covid. Hagan favor de mantenernos seguros, todos tenemos familias que queremos disfrutar. Gracias.

16.	Marisela Gonzalez	Opening Schools	Good evening board members and superintendent. For the safety of our students, staff, and the community of SYSD. Please considered all safety factors before opening the schools such as all the employees of our school district have all gotten the opportunity to be fully vaccinated. Thank you. Sincerely, Marisela Gonzalez classified employee Translation: Buenas Tardes Mesa Directiva y Superintendente. Por la seguridad de nuestros alumnos, del personal escolar, y de la comunidad de SYSD, hagan favor de considerar todos los factores de seguridad antes de abrir las escuelas, así como el hecho de que todos los empleados de nuestro distrito escolar hayan ya tenido la oportunidad de haberse vacunado completamente. Gracias Atentamente,Marisela Gonzalez Empleada Clasificada
17.	Wendy Rodriguez	Board Agenda 8.2	Hello, I would like to share my concerns about reopening schools for hybrid learning. I feel that it is important to not to reopen schools before all employees have the chance to get their second dosage of COVID vaccine for the following reasons, our zip code continues in the purple tier and not to mention all the students that come across the border everyday to attend school. Tijuana has little to no control over COVID, they don't even provide free COVID testing over there. Being so close to the border and having students coming across everyday makes it harder for our school district to keep us all safe from the virus. I think that the well being of teachers, staff, and students should be number one priority. Thank you. Translation: Hola, Quiero compartir mis inquietudes sobre la reapertura de las escuelas para el aprendizaje hibrido. Siento que, por las razones a continuación, es importante no reabrir las escuelas antes de que todos los empleados hayan tenido la oportunidad de obtener su segunda dosis de la vacuna para COVID: nuestro código postal sigue en el nivel morado y sin mencionar a todos los alumnos que cruzan la garita todos los días para asistir a laescuela. Tijuana tiene muy poco o ningún control sobre COVID, allá ni siquiera proporcionan el examen de COVID gratuito. El estar tan cerca de la garita y el que los alumnos crucen todos los días, crea más dificultad para que el distrito nos mantenga a salvo del virus. Creo que el bienestar de los maestros, del personal escolar y de los alumnos debe ser la principal prioridad. Gracias.

18.	Laura Lizardi	Hybrid	Hello, I am writing this email in regards to the hybrid situation. I strongly believe that it would be best for us all as a community and for the students that we don't become hybrid until all staff gets their COVID shot. Translation: Hola, escribo este correo sobre la situación hibrida. Creo firmemente que seria lo mejor para todos nosotros como comunidad y para los alumnos, que no iniciáramos lo hibrido hasta que todo el personal obtenga su vacuna de COVID.
19.	Rodrigo Amezquita	Board Agenda 8.2	Thank you to all for trying so hard to make our school reopening as safe as possible...please consider all important factors when deciding when to reopen...for example, make sure our zip codes are where they need to be. Last I checked, San Ysidro is not where we are supposed to be yet for safe reopening...rodrigo Translation: Gracias a todos por intentar que nuestra reapertura escolar sea lo más segura posible...hagan favor de considerar todos los factores importantes al decidir cuándo reabrir...Por ejemplo, asegúrense de que nuestros códigos postales estén donde deben de estar. La ultima vez que revise, San Ysidro no se encontraba donde se supone debemos estar para reabrir con seguridad... Rodrigo.
20.	Laura Patricia	Keep Schools Closed	With all due respect I don't think that the SYSD Schools are ready to re-open. Everyone needs the both doses of the COVID-19 vaccine. We are still in Code PURPLE. And besides all that the students safety comes first and they wont even have the vaccine yet. I hope you guys have a better reconsideration to re-think about opening up the schools again. Thank you for your time. Translation: Con todo respeto, no creo que las escuelas de SYSD esten listas para reabrir. Todos necesitan las dos dosis de la vacuna de COVID-19. Aún estamos en el código MORADO. Y además de todo, la seguridad de los alumnos esta primero y ellos aún no tendrán la vacuna. Espero que tengan mejor consideración y que la piensen en abrir las escuelas de nuevo. Gracias por su tiempo.
21.	Magie	Back to School	Dear board members: Before making a decision on coming back to school, Please keep in mind the well being of all, We all want to get back to normal, yes! but , please consider not just SD tear but our SY zip code numbers!!! Consider that all SYSD teachers and classified have both vaccines too. Thank You!! Translation:

			Querida Mesa Directiva: Antes de tomar una decisión sobre regresar a la escuela, hagan favor de tomar en cuenta el bienestar de todos. Todos queremos regresar a la normalidad, ¡Si, pero por favor no solo consideren el nivel de SD, si no también el de los números de nuestro código postal!!! También consideren que todos los maestros y el personal clasificado tengan ya ambas vacunas. ¡Gracias!
22.	Gustavo Lopez	We are a community	I remember not long ago a new administration came with the vision of uniting us into a single community. One that would band together and listen to each other and overcome the challenges that would lay ahead. Here we are being faced with a great challenge in this a Pandemic. A survey was taken from our community to voice our concerns of what is best and the safest way to finish off our school year. Based on the results it's pretty clear to me that our community wants to remain safe and finish off the year in distance learning. Students favor it 59% to 40%, Families 63.5% to 36.5%. Both of our Certificated and Classified Staff also agree with our respective zip code community (92154 and 92173) we favor distance learning 81% to 19%. I realize that this incentive funding is enticing but the incentive plan awaits legislative approval. Is our community willing to put at risk the health and safety of its members ahead of funding that hasn't even been approved. Our county of San Diego currently has a case rate of 15 per 100,000 residents as of this week. The county needs a case rate of 7 or less to return to the red tier, which would allow all schools to reopen without seeking approval. A county must hold a case rate of 7 or below for two consecutive weeks to officially land in the red tier. At that point, there will be a minimum three-week window during which schools can reopen, even if the case rate rises above 7 again during that time. What happened to our original cohort plan and let things slowly open. We believe that a hybrid/blended learning plan should only happen when all of our staff has had access to the 2nd dose vaccine for Covid 19. The state expects to announce more counties in California that will qualify for the red Tier. Our governor said that I'ts unclear if San Diego will be one of them. Currently our zip code of 92154 is at 19.8 per 100,000 and our 92173 zip code is 33.7 per 100,000 so we are not there yet. With Spring Break being only a few weeks away we have seen the pattern of number of cases rising after a holiday so I wouldn't be surprised if we don't get out of the purple tier anytime soon. Thank you Gustavo Lopez CSEA Site Representative VIsta Del Mar Middle School Translation:

			Recuerdo que hace poco llegó una nueva administración con la visión de querer unirnos en una sola comunidad. Una que se uniría y se escucharía entre sí y que sobrellevaría los retos por venir. Aquí estamos enfrentándonos a un gran reto en esta pandemia. Nuestra comunidad tomó una encuesta para expresar nuestras inquietudes sobre lo que sería mejor y más seguro para cerrar nuestro ciclo escolar. En base a los resultados, para mí está bastante claro que lo que nuestra comunidad quiere es permanecer a salvo y terminar el ciclo escolar a través del aprendizaje a distancia. De un 59% a un 40% de los alumnos están a favor, las familias de un 63.5% a un 36.5%. Tanto nuestro personal certificado como el clasificado también están de acuerdo con nuestra comunidad de código postal (92154 y 92173), estamos a favor del aprendizaje a distancia de un 81% a un 19%. Entiendo que la financiación de incentivos es tentadora, pero el plan espera la aprobación legislativa. Esta nuestra comunidad dispuesta a poner en riesgo la salud y la seguridad de sus integrantes por una financiación que aún no ha sido aprobada. A partir de esta semana, nuestro condado de San Diego, actualmente tiene un índice de casos de 15 por 100,000 residentes. El condado ocupa un índice de casos de 7 o menos para regresar al nivel rojo, lo cual permitiría que todas las escuelas reabrieran sin obtener la aprobación. El condado debe mantener el índice de 7 o menos por dos semanas consecutivas para que oficialmente cambiemos al nivel rojo. En ese momento, habrá una ventana de por lo menos tres semanas durante la cual las escuelas pueden reabrir, aún cuando el índice de casos aumente de nuevo por encima de 7. Qué pasó con nuestro plan original de grupos para dejar que las cosas abrieran lentamente. Creemos que el plan de aprendizaje híbrido o combinado solo debe suceder una vez que todo nuestro personal escolar haya tenido acceso a la segunda dosis de la vacuna de Covid 19. El estado está en espera de anunciar que más condados de California califique para el nivel rojo. El gobernador declaró que aún no está claro si San Diego será uno de ellos. Actualmente nuestro código postal de 92154 se encuentra en un 19.8 por 100,000 y nuestro código postal 92173 en un 33.7 por 100,000, por lo que aún no estamos ahí. Con las vacaciones de Primavera a unas cuantas semanas, hemos visto el patrón de casos en aumento después de un día festivo, por lo que no me sorprendería que siguiéramos un tiempo más dentro del nivel morado. Gracias Gustavo Lopez Representante de Plantel de CSEA Escuela Secundaria Vista Del Mar Middle
23.	Brenda Lopez	Agenda 8.2	Good evening to all. Please take my opinion into consideration. I strongly believe before letting any and all staff back to returning to any San Ysidro School District campuses we should definitely look at the data on record in the area. What

			are the numbers per 100,000? Are the numbers low? Are they where they should be? Also, going back to campus, should mean ALL staff should receive their first and second dose of the vaccine before allowing anyone to come back and work in a safe and healthy workplace. Thank you.!!! Ms. Brenda Lopez Instructional Assistant San Ysidro Middle School Translation: Buenas Tardes a Todos, Hagan favor de considerar mi opinión. Creo firmemente que antes de dejar que cualquiera del personal escolar regresará a cualquiera de los planteles del Distrito Escolar de San Ysidro, definitivamente deberíamos de ver la información registrada de la zona. ¿Cuales son los números por 100,000? ¿Están los números bajos? ¿Están donde deben estar? Además, el regresar al plantel debe significar que TODO el personal haya recibido su primera y segunda dosis de la vacuna antes de permitirles regresar y trabajar a una área de trabajo segura y saludable. Gracias!!! Sra. Brenda Lopez Asistente Educativa Escuela Secundaria San Ysidro Middle

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Executive Director of Human Resources, Linda Gonzales

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0030 – DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:
Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California's Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 9-15, 2021 has been designated as the "Week of the Teacher" and Wednesday May 12, 2021 has been selected as the San Ysidro School District "Day of the Teacher." On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children's success in school and in life.

RECOMMENDATION:
Adopt Resolution No. 20/21-0030 declaring the observance of Wednesday, May 12, 2021, as the San Ysidro "Day of the Teacher" and the week of May 9-15, 2021, as the "Week of the Teacher."

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 20/21-0030

RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY, MAY 12, 2021, AS THE "DAY OF THE TEACHER" AND THE WEEK OF MAY 9-15, 2021, AS THE "WEEK OF THE TEACHER"

***WHEREAS*,** education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 12, 2021, as the San Ysidro "Day of the Teacher."

***BE IT FURTHER RESOLVED*,** that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 9-15, 2021, as the "Week of the Teacher" and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 15th day of April, 2021.

_____	_____
Antonio Martinez, President	Rudy Lopez, Vice-President
_____	_____
Rosaleah Pallasigue, Clerk	Humberto Gurmilan, Member
_____	_____
Irene Lopez, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Executive Director of Human Resources, Linda Gonzales

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0031 – CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:
The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as "Classified Employee Week" to honor their valuable contributions to each school district's success.

Classified employees play an integral role in California's public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 20/21-0031, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:
Adopt Resolution No. 20/21-0031 recognizing the week of May 16-22, 2021, as "Classified and Confidential School Employee Week."

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 20/21-0031

RESOLUTION DECLARING THE WEEK OF May 16-22, 2021, AS "CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK"

***WHEREAS*,** classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 16-22, 2021, as "Classified/Confidential School Employee Week" in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 15th day of April, 2021.

Antonio Martinez, President	Rudy Lopez, Vice-President
Rosaleah Pallasigue, Clerk	Humberto Gurmilan, Member
Irene Lopez, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 2019-20 ANNUAL FINANCIAL AUDIT REPORT

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

The 2019-20 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. Education Code Section 41020.3, further stipulates that the governing board of a school district shall review, at a public meeting the annual audit report. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer any questions on this item. Report is provided under separate cover.

RECOMMENDATION:
Approve the 2019-20 Annual Financial Audit Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District

County of San Diego
San Diego, California

Audit Report

June 30, 2020

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Table of Contents
June 30, 2020

INDEPENDENT AUDITOR'S REPORT 1

MANAGEMENT'S DISCUSSION AND ANALYSIS 3

BASIC FINANCIAL STATEMENTS 11

Statement of Net Position 11

Statement of Activities 12

Balance Sheet – Governmental Funds 13

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position 14

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds 16

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 17

Statement of Net Position – Fiduciary Funds 19

Notes to the Financial Statements 20

REQUIRED SUPPLEMENTARY INFORMATION 73

Budgetary Comparison Schedule – General Fund 73

Schedule of the District's Proportionate Share of the Net Pension Liability - CalSTRS 74

Schedule of the District's Contributions - CalSTRS 75

Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS 76

Schedule of the District's Contributions - CalPERS 77

Schedule of Changes in the District's Total OPEB liability and Related Ratios – SYSD Retiree Health Benefit Plan 78

Notes to Required Supplementary Information 79

COMBINING STATEMENTS AS SUPPLEMENTARY INFORMATION 83

Combining Balance Sheet – Nonmajor Governmental Funds 83

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds 84

Combining Balance Sheet – Nonmajor Special Revenue Funds 85

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds 86

Combining Balance Sheet – Nonmajor Capital Projects Funds 87

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Capital Projects Funds 88

OTHER SUPPLEMENTARY INFORMATION **89**

Local Education Agency Organization Structure 89

Schedule of Average Daily Attendance 90

Schedule of Instructional Time 91

Schedule of Financial Trends and Analysis 92

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements 93

Schedule of Charter Schools 94

Schedule of Expenditures of Federal Awards 95

Notes to the Schedule of Expenditures of Federal Awards 96

OTHER INDEPENDENT AUDITORS' REPORTS **97**

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 97

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance 99

Independent Auditor's Report on State Compliance 101

AUDITOR'S RESULTS, FINDINGS & RECOMMENDATIONS **104**

Schedule of Auditor's Results 104

Schedule of Findings and Questioned Costs 105

Corrective Action Plan 108

Schedule of Prior Year Audit Findings 109

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Board of Education
San Ysidro School District
San Diego, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District (District), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

218 West Douglas Avenue, El Cajon, CA 92020
Phone: 619-447-6700 | Fax: 619-447-6707 | whllp.com

Other Matters

Required Supplementary Information

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

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements.

The accompanying supplementary information identified in the table of contents, as required by the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations, Section 19810* is presented for purposes of additional analysis and is not a required part of the financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2021, on our consideration of San Ysidro School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Wilkinson Hadley King & Co., LLP

El Cajon, California
March 31, 2021

SAN YSIDRO SCHOOL DISTRICT

MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2020
(Unaudited)

PROFILE OF THE DISTRICT

The San Ysidro School District (District) was formed in 1887 and serves the children of the City of San Ysidro and portions of the unincorporated area of San Diego County. The District operates one preschool, five elementary schools, and two middle schools housing 4,850 students.

MANAGEMENT'S DISCUSSION AND ANALYSIS

The discussion and analysis of San Ysidro School District's financial performance provides an overall review of the District's financial activities for the fiscal year ended June 30, 2020. The intent of this discussion and analysis is to look at the District's financial performance as a whole. To provide a complete understanding of the District's financial performance, please read it in conjunction with the Independent Auditor's Report, the District's financial statements, and notes to the basic financial statements.

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

FINANCIAL HIGHLIGHTS

- General Fund expenditures decreased by $7.8 million or 11.3% as compared to the previous fiscal year amount.

- General Fund revenues and other sources exceeded expenditures and other uses by $.86 million.

Overview of the Financial Statements

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

The Basic Financial Statements

The first two statements are district-wide financial statements, the Statement of Net Position and the Statement of Activities.

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

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

Reporting the School District as a Whole

Statement of Net Position and the Statement of Activities

These two statements provide information about the District as a whole using methods similar to those used by private-sector companies. The Statement of Net Position includes all the District's assets and liabilities using the accrual basis of accounting. This basis of accounting takes in account all the current year's revenues and expenses regardless of when cash is received or paid. These statements report information on the district as a whole and its activities in a way that helps answer the question, "How did we do financially during 2019-20?"

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

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

Reporting the School District's Most Significant Funds

Fund Financial Statements

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

Governmental Funds

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

Fiduciary Funds

The District is the trustee, or fiduciary, for the student activities funds. All of the District's fiduciary activities are reported in separate Statements of Fiduciary Net Position. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

FINANCIAL ANALYSIS OF THE GOVERNMENT WIDE STATEMENTS

The School District as a Whole

The District's net position was ($125.8) million at June 30, 2020 and was largely due to the continuing recognition of the Net Pension Liability and Total OPEB Liability. Of this amount, unrestricted assets were ($53.5) million. A comparative analysis of government-wide data is presented in Table 1.

The District's net position decreased $8,448,198 this fiscal year (See Table 2). The District's expenses for instructional and pupil services represented 67% of total expenses. The administrative activities of the District accounted for 6% of total costs. The interest paid on long term debt accounted for 13% of total costs. The remaining 14% was spent in the areas of plant services and other expenses. (See Figure 2)

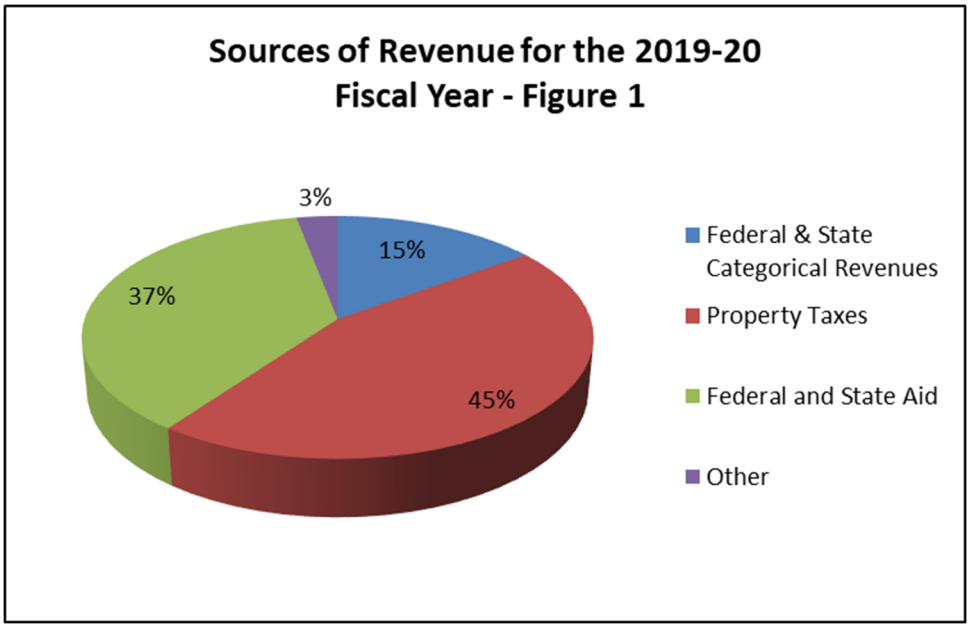
(Table 1)
Comparative Statement of Net Position

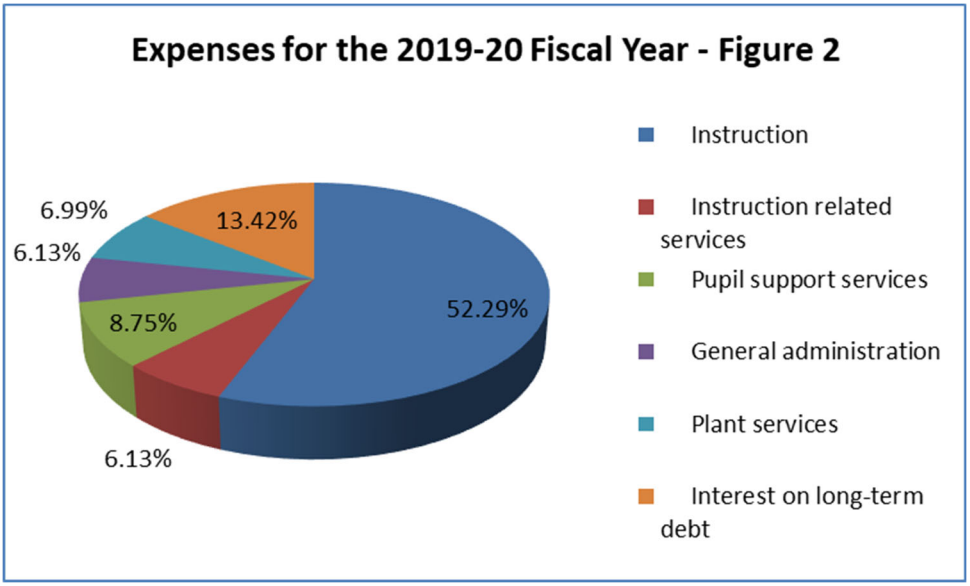
	Governmental Activities	
	June 30, 2020	**June 30, 2019**
Assets		
Cash	$ 14,729,534	$ 16,187,739
Accounts receivable	5,257,904	2,221,669
Stores inventory	17,192	68,950
Prepaid expenses	-	8,000
Capital assets, net of accumulated depreciation	138,689,599	143,275,106
Total Assets	$ 158,694,229	$ 161,761,464
Deferred Outflows of Resources		
Deferred outflows of resources	$ 32,105,107	$ 35,658,417
Liabilities		
Accounts payable and other current liabilities	2,846,362	3,871,824
Unearned revenue	693,236	1,733,465
Long-term liabilities	309,044,422	302,927,307
Total liabilities	312,584,020	308,532,596
Deferred Inflows of Resources		
Deferred inflows of resources	$ 3,979,816	$ 6,203,588
Net Assets		
Net investment in capital assets	(87,087,218)	(82,133,307)
Restricted	14,828,551	13,052,995
Unrestricted	(53,505,833)	(48,235,991)
Total net position	$ (125,764,500)	$ (117,316,303)

(Table 2)
Comparative Statement of Change in Net Position

	Governmental Activities	
	June 30, 2020	**June 30, 2019**
Revenues		
Program revenues	$ 13,587,462	$ 9,641,829
General revenues		
Taxes levied for general purposes	22,495,702	20,609,030
Taxes levied for debt service	6,711,382	6,311,726
Taxes levied for other specific purposes	3,721,536	3,527,530
Federal and state aid not restricted to specific purposes	26,918,990	30,229,416
Interest and investment earnings	125,955	136,776
Miscellaneous	171,565	124,228
Total Revenues	$ 73,732,592	$ 70,580,535
Expenses		
Instruction	42,976,859	42,728,684
Instruction related services	5,044,801	5,454,165
Pupil support services	7,196,905	7,540,304
General administration	5,038,054	10,513,887
Plant services	5,744,743	6,285,783
Interest on long-term debt	11,031,326	10,631,343
Other	5,148,102	5,427,824
Total Expenses	82,180,790	88,581,990
Increase (Decrease) in net position	$ (8,448,198)	$ (18,001,455)

As reported in the Statement of Activities, the cost of all of the District's governmental activities this year was $82.2 million. The amount that our local taxpayers financed for these activities through property taxes was $32.9 million. Federal and State aid not restricted to specific purposes totaled $26.9 million. Operating grants and contributions and charges for services revenue totaled $13.6 million.





FINANCIAL ANALYSIS OF THE FUND STATEMENTS

The fund financial statements focus on individual parts of the District's operations in more detail than the government-wide statements. The District's individual fund statements provide information on inflows and outflows and balances of spendable resources.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

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

(Table 3)
Comparative Schedule of Capital Assets
(Net of Depreciation)
June 30, 2020 and 2019

	June 30, 2020	June 30, 2019	Net $ Change	Net % Change
Land	$ 45,896,267	$ 45,896,267	$ 0	0.0%
Site Improvements	19,923,026	19,923,026	0	0.0%
Buildings	134,718,919	134,496,808	222,111	0.2%
Equipment	3,363,419	3,300,513	62,906	1.9%
Work in progress	66,996	0	66,996	100.0%
Total	$ 203,968,627	$ 203,616,614	$ 352,013	0.2%

Long-Term Obligations

At June 30, 2020 the District had $309 million in long-term debt outstanding.

(Table 4)
Comparative Schedule of Outstanding Obligations
June 30, 2020 and 2019

	June 30, 2020	June 30, 2019
General Obligation Bonds	$ 173,325,152	$ 171,240,998
Certificates of Participation Payable	50,496,614	51,761,660
Capital Lease Obligation	1,447,791	1,644,865
QZAB Bonds Payable	507,260	760,890
Principal Apportionment Plan	1,892,727	-
Net Pension Liability	63,801,611	62,053,765
Total OPEB Liability	17,019,214	15,092,409
Compensated Absences	554,053	372,720
Total	$ 309,044,422	$ 302,927,307

FACTORS BEARING ON THE DISTRICT'S FUTURE

The final quarter of the 2019-20 school year was severely impacted by COVID 19 and many school districts nationwide were required to close schools. Although the State and Federal governments provided one-time stimulus funds, the impacts of COVID-19 in future years are still to be determined. The State's economic downturns and surpluses impacts the District's future dramatically. The financial well-being of the District is tied in large measure to the state's Local Control Funding Formula (LCFF). The LCFF is fully funded beginning in 18-19. Normally, districts receive the Cost of Living Adjustment (COLA) moving forward, however during the past year we have seen this process dramatically change due to the fluctuation in state revenues.

Student enrollment and attendance are primary factors in the computation of most funding formulas for public schools in the State of California. San Ysidro experienced a decline in enrollment from 4,578 students in 2018-19 to 4,475 students in 2019-20. This is a decline of 103 students, or a loss of about $1.0 million. In addition, the district's budget is severely impacted by the increase in CalSTRS and CalPERS pension costs. Construction debt payments have also impacted the district's general fund budget in 2019-20 which included an annual debt payments range from $700,000 to $1.0 million. However in 2020-21, the construction debt will be paid off by GO Bond Measure T.

The District's Superintendent, CBO, and Governance Team are dedicated to correcting past audit findings, implementing tight business controls, training District staff, and restoring fiscal stability to the San Ysidro School District to ensure a quality education is provided to our students.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact Marilyn Adrianzen, Chief Business Official, 4350 Otay Mesa Road, San Ysidro, CA 92173. (619) 428-4476, Extension, 3004.

Basic Financial Statements

San Ysidro School District

Statement of Net Position
June 30, 2020

	Governmental Activities
Assets	
Cash	$ 14,729,533
Accounts Receivable	5,257,904
Inventory	17,192
Capital Assets:	
Land	45,896,267
Land Improvements	19,923,026
Buildings & Improvements	134,718,919
Equipment	3,363,419
Work In Progress	66,996
Less Accumulated Depreciation	(65,279,028)
Total Assets	158,694,228
Deferred Outflows of Resources	32,105,107
Liabilities	
Accounts Payable and Other Current Liabilities	2,846,361
Unearned Revenue	693,236
Long-Term Liabilities:	
Due Within One Year	8,672,953
Due In More Than One Year	300,371,469
Total Liabilities	312,584,019
Deferred Inflows of Resources	3,979,816
Net Position	
Net Investment in Capital Assets	(87,087,218)
Restricted For:	
Capital Projects	6,786,168
Debt Service	7,238,262
Educational Programs	684,547
Other Purposes (Expendable)	33,950
Other Purposes (Nonexpendable)	85,625
Unrestricted	(53,505,834)
Total Net Position	$ (125,764,500)

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

San Ysidro School District

Statement of Activities

For the Year Ended June 30, 2020

Functions	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental Activities					
Instruction	$ 42,976,859	$ 167,462	$ 7,539,574	$ -	$ (35,269,823)
Instruction-Related Services:					
Instructional Supervision and Administration	1,152,802	-	266,322	-	(886,480)
Instructional Library, Media and Technology	541,302	-	191	-	(541,111)
School Site Administration	3,350,697	-	109,521	-	(3,241,176)
Pupil Services:					
Home-to-School Transportation	849,570	-	2,799	-	(846,771)
Food Services	2,386,485	12,816	1,876,866	-	(496,803)
All Other Pupil Services	3,960,850	595	511,669	-	(3,448,586)
General Administration:					
Centralized Data Processing	1,077,490	-	4,568	-	(1,072,922)
All Other General Administration	3,960,564	4,377	245,012	-	(3,711,175)
Plant Services	5,744,743	1,788	195,293	-	(5,547,662)
Ancillary Services	25,498	-	-	-	(25,498)
Interest on Long-Term Debt	11,031,326	-	-	-	(11,031,326)
Transfers Between Agencies	185,084	2,322,404	326,205	-	2,463,525
Depreciation (Unallocated)	4,937,520	-	-	-	(4,937,520)
Total Governmental Activities	$ 82,180,790	$ 2,509,442	$ 11,078,020	$ -	(68,593,328)

General Revenues	
Taxes and Subventions:	
Property Taxes, Levied for General Purposes	$ 22,495,702
Property Taxes, Levied for Debt Service	6,711,382
Property Taxes, Levied for Other Specific Purposes	3,721,536
Federal and State Aid Not Restricted for Specific Purposes	26,918,990
Interest and Investment Earnings	125,955
Miscellaneous	171,565
Total General Revenues	60,145,130
Change in Net Position	(8,448,198)
Net Position - Beginning of Year	(117,316,302)
Net Position - Ending	$ (125,764,500)

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

San Ysidro School District

Balance Sheet – Governmental Funds

June 30, 2020

	General Fund	Blended Component Unit Fund	Bond Interest and Redemption Fund	Nonmajor Governmental Funds	Total
Assets					
Cash in County Treasury	$ 2,687,635	$ 2,850,076	$ 7,238,262	$ 951,351	$ 13,727,324
Cash on Hand and in Banks	24,415	-	-	1,000	25,415
Cash in Revolving Fund	68,433	-	-	-	68,433
Cash with Fiscal Agent/Trustee	854,501	53,860	-	-	908,361
Accounts Receivable	4,489,916	-	-	767,988	5,257,904
Due from Other Funds	821,344	1,500,000	-	1,778,095	4,099,439
Stores Inventories	-	-	-	17,192	17,192
Total Assets	$ 8,946,244	$ 4,403,936	$ 7,238,262	$ 3,515,626	$ 24,104,068
Liabilities and Fund Balance:					
Liabilities:					
Accounts Payable	$ 1,681,996	$ -	$ -	$ 65,317	$ 1,747,313
Due to Other Funds	3,324,629	-	-	774,810	4,099,439
Unearned Revenue	451,111	-	-	242,125	693,236
Total Liabilities	5,457,736	-	-	1,082,252	6,539,988
Fund Balance:					
Nonspendable	68,433	-	-	17,192	85,625
Restricted	684,547	4,403,936	7,238,262	2,416,182	14,742,927
Unassigned	2,735,528	-	-	-	2,735,528
Total Fund Balance	3,488,508	4,403,936	7,238,262	2,433,374	17,564,080
Total Liabilities and Fund Balances	$ 8,946,244	$ 4,403,936	$ 7,238,262	$ 3,515,626	$ 24,104,068

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

San Ysidro School District

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2020

Total fund balances governmental funds:		$ 17,564,080

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

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

Capital assets relating to governmental activities, at historical cost	203,968,627	
Accumulated depreciation	(65,279,028)	
Net		138,689,599

Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was: (1,099,048)

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

General obligation bonds payable	173,325,152	
Net pension liability	63,801,611	
Total OPEB liability	17,019,214	
Certificates of participation payable	50,496,614	
Principal apportionment plan	1,892,727	
Capital leases payable	1,447,791	
QZAB Bonds	507,260	
Compensated absences	554,053	
Total		(309,044,422)

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

Deferred gain or loss on debt refunding: In the government wide financial statements deferred gain or loss on debt refunding is recognized as a deferred outflow of resources (for a loss) or a deferred inflow of resources (for a gain) and subsequently amortized over the life of the debt. Deferred gain or loss on debt refunding recognized as a deferred outflow of resources or deferred inflow of resources on the statement of net position was:		14,000,286
Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.		
Deferred outflows of resources relating to pensions	16,832,261	
Deferred inflows of resources relating to pensions	(3,881,048)	
Net		12,951,213
Deferred outflows and inflows of resources relating to other postemployment benefits (OPEB): In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to OPEB are reported.		
Deferred outflows of resources relating to OPEB	1,272,560	
Deferred inflows of resources relating to OPEB	(98,768)	
Net		1,173,792
Total net position governmental activities:		$ (125,764,500)

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

San Ysidro School District

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
For the Year Ended June 30, 2020

	General Fund	Blended Component Unit Fund	Bond Interest and Redemption Fund	Nonmajor Governmental Funds	Total
Revenues					
State Apportionment	$ 26,079,782	$ -	$ -	$ -	$ 26,079,782
Education Protection Account Funds	690,565	-	-	-	690,565
Property Taxes	22,495,701	3,303,053	6,687,966	-	32,486,720
Federal Revenue	3,855,758	-	-	2,594,737	6,450,495
Other State Revenue	5,623,166	-	20,679	1,218,566	6,862,411
Interest	138,268	53,474	115,865	12,384	319,991
Other Local Revenue	3,478,537	5,453	-	1,691,134	5,175,124
Total Revenues	$ 62,361,777	$ 3,361,980	$ 6,824,510	$ 5,516,821	$ 78,065,088
Expenditures					
Current Expenditures:					
Instruction	40,124,062	-	-	983,684	41,107,746
Instruction - Related Services	4,656,996	-	-	271,382	4,928,378
Pupil Services	4,619,206	-	-	2,688,106	7,307,312
Ancillary Services	25,498	-	-	-	25,498
General Administration	4,837,557	-	-	104,183	4,941,740
Plant Services	5,595,050	10,000	-	116,809	5,721,859
Transfers Between Agencies	185,083	-	-	-	185,083
Capital Outlay	279,121	-	-	5,896	285,017
Debt Service:					
Principal	450,704	-	4,270,741	1,225,000	5,946,445
Interest	751,758	-	2,060,803	1,372,831	4,185,392
Total Expenditures	61,525,035	10,000	6,331,544	6,767,891	74,634,470
Excess (Deficiency) of Revenues Over (Under) Expenditures	836,742	3,351,980	492,966	(1,251,070)	3,430,618
Other Financing Sources (Uses):					
Transfers In	46,535	-	-	2,622,651	2,669,186
Transfers Out	(24,820)	(2,597,831)	-	(46,535)	(2,669,186)
Total Other Financing Sources (Uses)	21,715	(2,597,831)	-	2,576,116	-
Net Change in Fund Balance	858,457	754,149	492,966	1,325,046	3,430,618
Fund Balance, Beginning of Year	2,630,051	3,649,787	6,745,296	1,108,328	14,133,462
Fund Balance, End of Year	$ 3,488,508	$ 4,403,936	$ 7,238,262	$ 2,433,374	$ 17,564,080

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

San Ysidro School District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2020

Total change in fund balances, governmental funds:		$ 3,430,618
Amounts reported for governmental activities in the statement of activities are different from amounts reported in governmental funds because:		
Capital outlay: In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for capital outlay	352,013	
Depreciation expense	(4,937,520)	
Net		(4,585,507)
Debt service: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:		4,053,718
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period was:		(6,391,294)
Compensated absences: In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The difference between compensated absences paid and compensated absences earned was:		(181,333)
Pensions: In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:		(3,474,014)

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

Other postemployment benefits (OPEB): In governmental funds, OPEB expenses are recognized when employer OPEB contributions are made. In the statement of activities, OPEB expenses are recorded on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was:	(845,746)
Amortization of debt issue premium or discount or deferred gain or loss from debt refunding: In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium or discount, plus any deferred gain or loss from debt refunding, is amortized as interest over the life of the debt. Amortization of debt issue premium or discount, or deferred gain or loss from debt refunding for the period is:	(454,640)
Change in net position of governmental activities:	$ (8,448,198)

San Ysidro School District
Statement of Net Position – Fiduciary Funds
June 30, 2020

	Agency Fund
	Student Body Fund
Assets	
Cash on Hand and in Banks	$ 64,366
Total Assets	64,366
Liabilities	
Due to Student Groups	$ 64,366
Total Liabilities	64,366
Net Position	
Total Net Position	$ -

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

A. Summary of Significant Accounting Policies

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

1. Reporting Entity

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

2. Component Units

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

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

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

a. Manifestations of Oversight

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

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

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

b. Accounting and Fiscal Matters

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

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

c. Scope of Public Service and Financial Presentation

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

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

The CFD and PFA's financial activity is presented in the financial statements in the Capital Projects Fund for Blended Component Units and Debt Service Fund for Blended Component Units.

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

3. Basis of Presentation

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

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

Fund Financial Statements. The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category – governmental and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

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

Fiduciary funds are used to account for assets held by the District in a trustee or agency capacity for others that cannot be used to support the District's own programs.

Major Governmental Funds

The District reports the following major governmental funds:

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

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

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

Non-Major Governmental Funds

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

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

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

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

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

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

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

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

Debt Service Funds: Debt service funds are established to account for the accumulation of resources for and the payment of principal and interest on general long-term debt. The District maintains the following nonmajor debt service funds:

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

Fiduciary Funds

Trust and Agency Funds: Trust and agency funds are used to account for assets held in a trustee or agent capacity for others that cannot be used to support the District's own programs. The key distinction between trust and agency funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following agency fund:

Student Body Fund: The student body fund is an agency fund, and therefore, consists only of accounts such as cash and balancing liability accounts, such as due to student groups. The student body itself maintains its own general fund, which accounts for the transactions of that entity in raising and expending money to promote the general welfare, morale, and educational experiences of the student body (*Education Code §48930 through §48938*).

4. Basis of Accounting – Measurement Focus

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

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

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

5. Encumbrances

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

6. Budgets and Budgetary Accounting

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

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

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

7. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

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

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

b. Expenses/Expenditures

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

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

a. Deposits and Investments

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

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

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

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

b. Stores Inventories and Prepaid Expenditures

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

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

c. Capital Assets

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

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

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

d. Compensated Absences

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

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

e. Unearned Revenue

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

f. Interfund Activity

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

g. Fund Balances – Governmental Funds

Fund balances of the governmental funds are classified as follows:

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

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

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

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

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

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

h. Minimum Fund Balance Policy

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

i. Deferred Inflows and Deferred Outflows of Resources

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

j. Pensions

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

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

Valuation Date	June 30, 2018
Measurement Date	June 30, 2019
Measurement Period	July 1, 2018 to June 30, 2019

k. Postemployment Benefits Other than Pensions (OPEB)

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

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

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

9. Property Taxes

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

10. Use of Estimates

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

11. Fair Value Measurements

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

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

12. New Accounting Pronouncements

The District has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2020. Those newly implemented pronouncements are as follows:

GASB Statement No. 95 – Postponement of the Effective Dates of Certain Authoritative Guidance

The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018 and later.

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

- Statement No. 83, Certain Asset Retirement Obligations
- Statement No. 84, Fiduciary Activities
- Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
- Statement No. 89, Accounting for Interest Cost Incurred Before the End of a Construction Period
- Statement No. 90, Majority Equity Interests
- Statement No. 91, Conduit Debt Obligations
- Statement No. 92, Omnibus 2020
- Statement No. 93, Replacement of Interbank Offered Rates
- Implementation Guide No. 2017-3, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)
- Implementation Guide No. 2018-1, Implementation Guidance Update – 2018
- Implementation Guide No. 2019-1, Implementation Guidance Update – 2019
- Implementation Guide No. 2019-2, Fiduciary Activities

The effective dates of the following pronouncements are postponed by 18 months:

- Statement No. 87, Leases
- Implementation Guide No. 2019-3, Leases

There have been no adjustments to the financial statements or note disclosures as a result of adoption of the accounting policies.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

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

Violation	Action Taken
None Reported	Not Applicable

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

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

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The District's investments at June 30, 2020, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

		Fair Value Measurement Using		
	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by fair value level				
U.S. Bank Money Market Funds	$ 826,483	$ 826,483	$ -	$ -
U.S. Bank Investment Agreement	81,878		81,878	
Total investments by fair value level	$ 908,361	$ 826,483	$ 81,878	$ -
External investment pools measured at fair value				
San Diego County Treasury	$ 13,727,324	$ -	$ 13,727,324	$ -
Total investments by fair value level	$ 13,727,324	$ -	$ 13,727,324	$ -

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

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

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the District maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool ($13,727,324 as of June 30, 2020). The fair value of the District's portion of this pool as of that date, as provided by the pool sponsor, was $13,727,324. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

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

Cash balances on hand and in banks ($89,781 as of June 30, 2020) and in revolving fund ($68,433 as of June 30, 2020) are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC).

3. Cash with Fiscal Agents

The District's cash with fiscal agents at June 30, 2020 are shown below:

Investment or Investment Type	Maturity	Fair Value
U.S. Bank Investment Agreement	04/15/23	81,878
U.S. Money Market Funds	< 30 days	826,483

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

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

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

5. Analysis of Specific Deposit and Investment Risks

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

a. Credit Risk

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

At June 30, 2020, credit risk for the District's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
County Treasurer's Investment Pool	Unrated	Not Applicable	$ 13,727,324
U.S. Bank Investment Agreement	Unrated	Not Applicable	81,878
U.S. Money Market Funds	Unrated	Not Applicable	826,483

b. Custodial Credit Risk

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

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

At June 30, 2020, the District's bank balance, including revolving cash, did not exceed FDIC insurance limitations and as such the District was not exposed to custodial credit risk.

c. Concentration of Credit Risk

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

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District maintains pooled investments with the San Diego County Treasury with a fair value of $13,727,324. The average weighted maturity for this pool was 516 days at June 30, 2020.

e. Foreign Currency Risk

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

6. Investment Accounting Policy

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

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

E. Accounts Receivable

There are no significant receivables which are not scheduled for collection within one year of year end. Accounts receivable balances as of June 30, 2020 consisted of:

	General Fund	Nonmajor Governmental Funds	Total
Federal Government:			
Title I	$ 350,681	$ -	$ 350,681
Special Education	1,874,246	-	1,874,246
ESS Emergency Relief	250,165	-	250,165
Title IV 21st Century	131,423	-	131,423
National School Lunch	-	593,291	593,291
Head Start Program	-	40,860	40,860
State Government:			
LCFF State Aid	1,447,218	-	1,447,218
Lottery	227,842	-	227,842
Special Education	208,341	-	208,341
Child Nutrition Program	-	50,872	50,872
State Preschool	-	74,170	74,170
Local Sources			
Other Local Revenues	-	8,795	8,795
Total Accounts Receivable	$ 4,489,916	$ 767,988	$ 5,257,904

F. Capital Assets

Capital asset activity for the year ended June 30, 2020, was as follows:

Governmental activities:	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	$ 45,896,267	$ -	$ -	$ 45,896,267
Work in progress	-	66,996	-	66,996
Total capital assets not being depreciated	45,896,267	66,996	-	45,963,263
Capital assets being depreciated:				
Land improvements	19,923,026	-	-	19,923,026
Buildings and improvements	134,496,808	222,111	-	134,718,919
Equipment	3,300,513	62,906	-	3,363,419
Total capital assets being depreciated	157,720,347	285,017	-	158,005,364
Less accumulated depreciation for:				
Land improvements	(14,843,189)	(955,583)	-	(15,798,772)
Buildings and improvements	(42,954,713)	(3,846,798)	-	(46,801,511)
Equipment	(2,543,606)	(135,139)	-	(2,678,745)
Total accumulated depreciation	(60,341,508)	(4,937,520)	-	(65,279,028)
Total capital assets being depreciated, net	97,378,839	(4,652,503)	-	92,726,336
Governmental activities capital assets, net	$ 143,275,106	$ (4,585,507)	$ -	$ 138,689,599

Depreciation was charged to functions as follows:

Unallocated Depreciation	$ 4,937,520
Totals	$ 4,937,520

G. Interfund Balances & Activities

1. Due To and From Other Funds

Balances due to and due from other funds at June 30, 2020 consisted of the following:

Interfund Receivable (Due From Other Funds)	Interfund Payable (Due To Other Funds)	Amount	Purpose
General Fund	Non Major Governmental Funds	$ 643,994	Interfund borrowing
General Fund	Non Major Governmental Funds	130,815	Clear year end payroll liabilities
General Fund	General Fund	46,535	Administrative fees
Non Major Governmental Funds	General Fund	28,095	Cover deficit balance and reclass expense
Non Major Governmental Funds	General Fund	1,750,000	Interfund borrowing
Blended Component Unit Fund	General Fund	1,500,000	Interfund borrowing
	Total	$ 4,099,439	

2. Transfers To and From Other Funds

Transfers to and from other funds at June 30, 2020, consisted of the following:

Transfers In	Transfers Out	Amount	Purpose
General Fund	Non Major Governmental Funds	$ 46,535	Administration fees charged
Non Major Governmental Funds	General Fund	24,820	Cover deficit cash balance in fund
Non Major Governmental Funds	Blended Component Unit Fund	2,597,831	COPS debt service payment
	Total	$ 2,669,186	

H. Accounts Payable

Accounts payable balances as of June 30, 2020 consisted of:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Vendors Payable	$ 192,773	$ 65,317	$ 258,090
Payroll and Benefits	42,031	-	42,031
EPA State Aid Repayment	684,896	-	684,896
LCFF Repayment	762,296	-	762,296
Total Accounts Payable	$ 1,681,996	$ 65,317	$ 1,747,313

I. Unearned Revenue

Unearned revenue balances as of June 30, 2020 consisted of:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Federal Programs			
ESSA School Improvement	$ 51,060	$ -	$ 51,060
Title II Supporting Effective Instruction	56,155	-	56,155
Title IV Student Support	116,831	-	116,831
Title III Immigrant	10,812	-	10,812
Title III English Learner	146,148	-	146,148
Title X McKinney Vento Homeless	54,018	-	54,018
Head Start Program	-	230,529	230,529
Team Nutrition Training	-	11,596	11,596
Local Sources			
After School Education and Safety	16,087	-	16,087
Total Unearned Revenue	$ 451,111	$ 242,125	$ 693,236

J. Fund Balance Classifications of the Governmental Funds

Ending fund balance classifications of the governmental funds for the year ended June 30, 2020 consisted of:

	Major Governmental Funds				
	General Fund	Capital Project Fund For Blended Component Units	Bond Interest and Redemption Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable Fund Balance					
Revolving Cash	$ 68,433	$ -	$ -	$ -	$ 68,433
Stores Inventory	-	-	-	17,192	17,192
Total Nonspendable Fund Balance	68,433	-	-	17,192	85,625
Restricted Fund Balance					
Medi Cal Billing Option	23,329	-	-	-	23,329
Lottery Instructional Materials	190,853	-	-	-	190,853
Professional Development Grant	33,138	-	-	-	33,138
Low Performing Students Grant	71,929	-	-	-	71,929
Other Restricted Local	365,298	-	-	-	365,298
Child Nutrition	-	-	-	17,193	17,193
Child Development	-	-	-	16,756	16,756
Debt Service	-	-	7,238,262	-	7,238,262
Capital Projects	-	4,403,936	-	2,382,233	6,786,169
Total Restricted Fund Balance	684,547	4,403,936	7,238,262	2,416,182	14,742,927
Unassigned Fund Balance					
For Economic Uncertanties	2,735,528	-	-	-	2,735,528
Total Unassigned Fund Balance	2,735,528	-	-	-	2,735,528
Total Fund Balance	$ 3,488,508	$ 4,403,936	$ 7,238,262	$ 2,433,374	$ 17,564,080

K. Short Term Debt Activity

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

L. Long Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2020, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Bonds	$ 120,143,871	$ -	$ 4,270,740	$ 115,873,131	$ 4,594,821
Accreted Interest	47,501,018	7,538,897	994,259	54,045,656	1,140,179
Bond Premiums	3,596,109	-	189,744	3,406,365	194,599
Total GO Bonds	171,240,998	7,538,897	5,454,743	173,325,152	5,929,599
Certificates of Participation	48,069,715	-	1,225,000	46,844,715	1,325,000
Accreted Interest	503,080	90,215	-	593,295	-
COPS Premiums/Discounts	3,188,865	-	130,261	3,058,604	136,765
Total Certificates of Participation	51,761,660	90,215	1,355,261	50,496,614	1,461,765
Capital Leases	1,644,865	-	197,074	1,447,791	203,516
QZAB Bonds	760,890	-	253,630	507,260	253,630
Principal Apportionment Plan	-	2,163,117	270,390	1,892,727	270,390
Total OPEB Liability	15,092,409	1,926,805	-	17,019,214	-
Net Pension Liability	62,053,765	1,747,846	-	63,801,611	-
Compensated Absences*	372,720	181,333	-	554,053	554,053
Total Governmental Activities	$ 302,927,307	$ 13,648,213	$ 7,531,098	$ 309,044,422	$ 8,672,953

*Other long-term liabilities

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

2. General Obligation Bonds

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

In 1997, registered voters authorized the issuance of $250,000,000 principal amount of general obligation bonds. Of the amounts originally authorized, $108,487,391 remains unissued.

General obligation bonds at June 30, 2020 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
1997 Election Series D	02/01/05	3.00-4.25%	08/01/29	$ 24,619,362
1997 Election Series E	11/15/07	4.00-5.00%	08/01/32	33,952,740
1997 Election Series F	06/28/11	2.00-10.90%	08/01/50	17,599,623
1997 Election Series G	05/31/12	5.45-12.00%	08/01/41	28,990,884
2012 Refunding Bonds	06/27/12	0.50-5.00%	08/01/29	29,860,000
2015 Refunding Bonds	06/03/15	2.00-5.43%	08/01/48	45,643,442
Total GO Bonds				$ 180,666,051

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
1997 Election Series D					
Principal	$ 14,436,102	$ -	$ 1,010,740	$ 13,425,362	$ 1,034,821
Accreted Interest	15,054,495	1,498,554	994,259	15,558,790	1,140,179
Bond Premium	215,875	-	19,625	196,250	19,625
1997 Election Series E					
Principal	14,137,741	-	-	14,137,741	-
Accreted Interest	10,942,621	1,322,468	-	12,265,089	-
Bond Premium	152,666	-	-	152,666	-
1997 Election Series F					
Principal	580,702	-	-	580,702	-
Accreted Interest	719,328	145,565	-	864,893	-
Bond Premium	75,294	-	-	75,294	-
1997 Election Series G					
Principal	28,990,884	-	-	28,990,884	-
Accreted Interest	13,178,173	2,443,614	-	15,621,787	-
Bond Premium	707,687	-	30,770	676,917	30,770
2012 Refunding Bonds					
Principal	17,700,000	-	2,050,000	15,650,000	2,185,000
Bond Premium	1,141,228	-	103,748	1,037,480	103,748
2015 Refunding Bonds					
Principal	44,298,442	-	1,210,000	43,088,442	1,375,000
Accreted Interest	7,606,401	2,128,696	-	9,735,097	-
Bond Premium	1,303,359	-	35,601	1,267,758	40,456
Total	$ 171,240,998	$ 7,538,897	$ 5,454,743	$ 173,325,152	$ 5,929,599

The annual requirements to amortize the bonds outstanding at June 30, 2020 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2021	$ 4,594,821	$ 956,744	$ 1,140,179	$ 6,691,744
2022	4,862,218	875,869	1,292,782	7,030,869
2023	4,715,024	773,869	1,804,976	7,293,869
2024	5,018,132	622,950	1,996,868	7,637,950
2025	5,326,776	445,300	2,283,224	8,055,300
2026-2030	21,209,357	620,602	26,410,643	48,240,602
2031-2035	16,174,037	-	39,915,963	56,090,000
2036-2040	17,720,723	-	53,874,277	71,595,000
2041-2045	18,443,646	-	75,991,354	94,435,000
2046-2050	17,808,397	-	78,221,603	96,030,000
Total	$ 115,873,131	$ 4,295,334	$ 282,931,869	$ 403,100,334

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2020.

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

Premium

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

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

	Bonds 1997 Series D	Bonds 1997 Series E	Bonds 1997 Series F
Total Interest Payments	$ 30,814,643	$ 43,043,707	$ 213,389,044
Less Bond Premium	(594,306)	(723,738)	(1,090,083)
Net Interest Payments	$ 30,220,337	$ 42,319,969	$ 212,298,961
PAR Amount of Bonds	24,619,363	33,952,741	17,599,623
Periods	25	25	39
Effective Interest Rate	4.91%	4.99%	30.93%

	Bonds 1997 Series G	2012 Refunding Bonds	2015 Refunding Bonds
Total Interest Payments	$ 88,034,116	$ 9,538,616	$ 128,956,075
Less Bond Premium	(925,828)	(1,867,466)	(1,342,933)
Net Interest Payments	$ 87,108,288	$ 7,671,150	$ 127,613,142
PAR Amount of Bonds	28,990,884	29,860,000	45,643,442
Periods	30	18	34
Effective Interest Rate	10.02%	1.43%	8.22%

3. Certificates of Participation

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

Certificates of participation issued by the District as of June 30, 2020 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2012 COPs	01/31/12	2.00-6.20%	09/01/41	$ 10,409,715
2015 Refunding COPs	08/18/15	1.75-5.00%	09/01/34	21,585,000
2016 Refunding COPs	09/29/16	2.00-4.00%	09/01/35	6,505,000
2017 COPs	08/02/17	5.00%	09/01/47	14,000,000
Total COPs				$ 52,499,715

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2012 COPs					
Principal	$ 9,999,715	$ -	$ 95,000	$ 9,904,715	$ 110,000
Accreted Interest	503,080	90,215	-	593,295	-
COPs Discount	(29,762)	-	(1,294)	(28,468)	(1,294)
2015 Refunding COPs					
Principal	17,735,000	-	980,000	16,755,000	1,055,000
COPs Premium	1,280,786	-	70,774	1,210,012	76,190
2016 Refunding COPs					
Principal	6,335,000	-	150,000	6,185,000	160,000
COPs Premium	689,177	-	16,318	672,859	17,406
2017 COPs					
Principal	14,000,000	-	-	14,000,000	-
COPs Premium	1,248,664	-	44,463	1,204,201	44,463
Total COPs	$ 51,761,660	$ 90,215	$ 1,355,261	$ 50,496,614	$ 1,461,765

The annual requirements to amortize the certificates of participation at June 30, 2020 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2021	$ 1,325,000	$ 2,039,425	$ -	$ 3,364,425
2022	1,415,000	2,012,082	-	3,427,082
2023	1,505,000	1,981,154	-	3,486,154
2024	1,635,000	1,927,525	-	3,562,525
2025	1,805,000	1,850,519	-	3,655,519
2026-2030	9,255,000	8,551,747	-	17,806,747
2031-2035	11,750,000	6,385,976	-	18,135,976
2036-2040	9,022,151	3,778,660	627,849	13,428,660
2041-2045	5,197,564	1,807,260	707,436	7,712,260
2046-2050	3,935,000	404,250	-	4,339,250
Total	$ 46,844,715	$ 30,738,598	$ 1,335,285	$ 78,918,598

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2020.

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

Premium

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

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

	COPS 2012	COPS 2015	COPS 2016	COPS 2017
Total Interest Payments	$ 10,853,144	$ 9,324,060	$ 3,376,150	$ 16,255,361
Less COPS Premium	-	(1,558,824)	(707,671)	(1,333,885)
Plus Discount	39,620	-	-	-
Net Interest Payments	$ 10,892,764	$ 7,765,236	$ 2,668,479	$ 14,921,476
PAR Amount of COPS	10,409,715	21,585,000	6,505,000	14,000,000
Periods	30	20	21	30
Effective Interest Rate	3.49%	1.80%	1.95%	3.55%

4. Capital Leases

During the 2016-17 fiscal year the District entered into a capital lease agreement with PNC Equipment Finance to fund energy projects for $1,988,254. The funds were deposited into an escrow account to be restricted specifically for approved energy project expenditures. The lease is payable in semi-annual installments over ten years commencing December 2017. The lease bears a fixed interest rate of 3.243%.

Commitments under capitalized lease agreements for facilities and equipment provide for minimum future lease payments as of June 30, 2020 as follows:

Year Ended June 30,	Principal	Interest	Total
2021	$ 203,516	$ 45,316	$ 248,832
2022	210,170	38,662	248,832
2023	217,041	31,791	248,832
2024	224,137	24,695	248,832
2025	231,465	17,367	248,832
2026-2030	361,462	11,785	373,247
Total	$ 1,447,791	$ 169,616	$ 1,617,407

5. QZAB Bonds

On October 14, 2005, the District issued $5,000,000 in Qualified Zone Academy Bonds (QZABs) to provide funds to finance certain capital improvements, equipment and other educational development programs of the District. The District is required to make a scheduled deposit of $253,630 each year through the maturity date of October 27, 2021. Accumulated interest earned on the account provides the additional funding required to pay the bonds in full upon maturity. The escrow account accrues interest at a fixed rate of 5.51%. As of June 30, 2020 the escrow account carried an accrued balance of $4,492,740. The District does not have a legal right to claim cash in the escrow account and is not obligated to make payments in excess of the scheduled deposit amounts.

QZAB Bonds as of June 30, 2020 consisted of:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
QZAB Bonds	10/14/05	N/A	10/27/21	$ 5,000,000

	Beginning Balance	Increases	Decreases	Ending Balance
QZAB Bonds	$ 760,890	$ -	$ 253,630	$ 507,260

The annual requirements to amortize the QZAB bonds are as follows:

Year Ended June 30,	Principal	Interest	Total
2021	$ 253,630	$ -	$ 253,630
2022	253,630	-	253,630
Total	$ 507,260	$ -	$ 507,260

6. Principal Apportionment Repayment Plan

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

Annual installments will be withheld from principal apportionment paid to the District each year, beginning with the 2019-20 First Principal Apportionment until the full liability is satisfied. Interest on the outstanding balance of the repayment will be calculated at the rate earned on the state's short term pooled money investment account. Any interest accrued during the year will be calculated and withheld from the Second Principal Apportionment, beginning in 2020-21 until all interest charges are satisfied.

The repayment plan for the liability is as follows:

Year Ended June 30,	Principal
2021	$ 270,390
2022	270,390
2023	270,390
2024	270,390
2025	270,390
2026-2030	540,777
Total	$ 1,892,727

7. Compensated Absences

Total unpaid employee compensated absences as of June 30, 2020 amounted to $554,053. This amount is included as part of long-term liabilities in the government-wide financial statements.

8. Net Pension Liability

The District's beginning net pension liability was $62,053,765 and increased by $1,747,846 during the year ended June 30, 2020 for a ending net pension liability of $63,801,611. See Note M for additional information regarding the net pension liability.

9. Total OPEB Liability

The District's beginning total OPEB liability was $15,092,409 and increased by $1,926,805 during the year ended June 30, 2020 for a ending total OPEB liability of $17,019,214. See Note N for additional information regarding the total OPEB liability.

M. Pension Plans

1. General Information about the Pension Plans

   a. Plan Descriptions

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

   b. Benefits Paid

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

   The Plan's provisions and benefits in effect at June 30, 2020 are summarized as follows:

	CalSTRS	
	Before	After
Hire Date	Jan. 1, 2013	Jan. 1, 2013
Benefit Formula	2% at 60	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55-60	55-62
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.4%	1.0 - 2.4%*
Required Employee Contribution Rates (at June 30, 2020)	10.250%	10.205%
Required Employer Contribution Rates (at June 30, 2020)	17.100%	17.100%
Requried State Contribution Rates (at June 30, 2020)	10.328%	10.328%

*Amounts are limited to 120% of Social Security Wage Base.
**The rate imposed on CalSTRS 2% at 62 members is based on the normal cost of benefits.

	CalPERS	
	Before	After
Hire Date	Jan. 1, 2013	Jan. 1, 2013
Benefit Formula	2% at 55	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50-62	52-67
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.5%	1.0 - 2.5%*
Required Employee Contribution Rates (at June 30, 2020)	7.000%	7.000%
Required Employer Contribution Rates (at June 30, 2020)	19.721%	19.721%

*Amounts are limited to 120% of Social Security Wage Base.
**The rate imposed on CalPERS 2% at 62 members is based on the normal cost of benefits.

c. Contributions

CalSTRS

For the fiscal year ended June 30, 2020 (measurement date June 30, 2019), California Education Code §22950 requires members to contribute monthly to the system 10.205% (if hired on or after January 1, 2013) or 10.25% (if hired before January 1, 2013) of the creditable compensation upon which members' contributions under this part are based. In addition, the employer required rates established by the CalSTRS board have been established at 17.10% of creditable compensation for the fiscal year ended June 30, 2020. Rates are defined in Education Code §22950.5 through the fiscal year ending June 30, 2021. Beginning in the fiscal year ending on June 30, 2022 and for each fiscal year thereafter, the CalSTRS Board has the authority to increase or decrease percentages paid specific to reflect the contribution required to eliminate by June 30, 2046, the remaining unfunded actuarial obligation with respect to service credited to members before July 1, 2014, as determined by the Board based upon a recommendation from its actuary.

CalPERS

California Public Employees' Retirement Law §20814(c) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The CalPERS Board retains the authority to amend contribution rates. The total plan contributions are determined through CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. For the fiscal year ended June 30, 2020 (measurement date June 30, 2019), the employee contribution rate was 7.00% and the employer contribution rate was 19.721% of covered payroll.

On Behalf Payments

Consistent with California Education Code §22955.1, the State of California makes contributions to CalSTRS on behalf of employees working for the District. For the fiscal year ended June 30, 2020 (measurement date June 30, 2019) the State contributed 10.328% of salaries creditable to CalSTRS. Consistent with the requirements of generally accepted accounting principles, the District has recorded these contributions as revenue and expense in the fund financial statements (current financial resources measurement focus). The government-wide financial statements have recorded revenue and expense for pension expense paid on behalf of the District (economic resources measurement focus). Contributions reported for on behalf payments are based on the District's proportionate share of the States contribution for the fiscal year. Contributions made by the state on behalf of the District and the State's pension expense associated with District employees for the past three fiscal years are as follows:

CalSTRS			
Year Ended June 30,	On Behalf Contribution Rate	On Behalf Contribution Amount	On Behalf Pension Expense
2018	8.292%	$ 1,962,761	$ 817,937
2019	14.793%	3,623,300	(714,281)
2020	10.328%	2,459,957	777,619

CalPERS			
Year Ended June 30,	On Behalf Contribution Rate	On Behalf Contribution Amount	On Behalf Pension Expense
2019	8.242%	$ 896,186	$ -

The contributions made by the State during the fiscal year ended June 30, 2019 included amounts resulting from Senate Bill (SB) 90 settlement in which the State contributed an additional $2.2 Billion to CalSTRS and $904 Million to CalPERS during the 2018-19 fiscal year in order to reduce employer contribution rates in 2019-20 and 2020-21. In addition, the State contributed an additional $1.1 Billion to CalSTRS during the 2019-20 fiscal year as a continuing settlement associated with SB90. As a result, on behalf contributions for the years ended June 30, 2019 and June 30, 2020 are not comparable to the year June 30, 2018 as presented.

d. Contributions Recognized

For the fiscal year ended June 30, 2020 (measurement period June 30, 2019), the contributions recognized for each plan were:

	Fund Financial Statements (Current Financial Resources Measurement Focus)		
	CalSTRS	CalPERS	Total
Contributions - Employer	$ 4,072,934	$ 2,126,019	$ 6,198,953
Contributions - State On Behalf Payments	2,459,957	-	2,459,957
Total Contributions	$ 6,532,891	$ 2,126,019	$ 8,658,910

	Government-Wide Financial Statements (Economic Resources Measurement Focus)		
	CalSTRS	CalPERS	Total
Contributions - Employer	$ 3,415,520	$ 1,638,040	$ 5,053,560
Contributions - State On Behalf Payments	2,459,957	-	2,459,957
Total Contributions	$ 5,875,477	$ 1,638,040	$ 7,513,517

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

As of June 30, 2019 (measurement date) the District reported net pension liabilities for its proportionate share of the net pension liability of each plan as follows:

	Proportionate Share of the Net Pension Liability
CalSTRS	$ 41,156,819
CalPERS	22,644,792
Total	$ 63,801,611

The District's net pension liability for each Plan is measured as the proportionate share of the total net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2019. The total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to measurement date June 30, 2019 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, as actuarially determined.

The District's proportionate share of the net pension liability for each Plan as of June 30, 2019 and June 30, 2020 were as follows:

	CalSTRS			CalPERS
	District's Proportionate Share	State's Proportionate Share*	Total For District Employees	District's Proportionate Share
Proportion June 30, 2019	0.04457%	0.02486%	0.06943%	0.07910%
Proportion June 30, 2020	0.04557%	0.02414%	0.06971%	0.07770%
Change in Proportion	0.00100%	-0.00072%	0.00028%	-0.00140%

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

a. Pension Expense

	CalSTRS	CalPERS	Total
Change in Net Pension Liability (Asset)	$ 193,871	$ 1,553,975	$ 1,747,846
State On Behalf Pension Expense	777,619	-	777,619
Employer Contributions to Pension Expense	4,072,934	2,126,019	6,198,953
(Increase) Decrease in Deferred Outflows of Resources	1,467,747	1,023,121	2,490,868
Increase (Decrease) in Deferred Inflows of Resources	(1,066,818)	302,118	(764,700)
Total Pension Expense	$ 5,445,353	$ 5,005,233	$ 10,450,586

b. Deferred Outflows and Inflows of Resources

At June 30, 2020, The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	CalSTRS	CalPERS	Total
Pension contributions subsequent to measurement date	$ 4,072,934	$ 2,126,019	$ 6,198,953
Differences between actual and expected experience	82,767	1,959,564	2,042,331
Changes in assumptions	3,455,205	1,584,532	5,039,737
Changes in employer's proportionate share	2,052,342	1,498,898	3,551,240
Total Deferred Outflows of Resources	$ 9,663,248	$ 7,169,013	$ 16,832,261

	Deferred Inflows of Resources		
	CalSTRS	CalPERS	Total
Differences between actual and expected experience	$ (751,961)	$ -	$ (751,961)
Changes in employer's proportionate share	(9,942)	(299,054)	(308,996)
Net difference between projected and actual earnings	(2,556,297)	(263,794)	(2,820,091)
Total Deferred Inflows of Resources	$ (3,318,200)	$ (562,848)	$ (3,881,048)

Pension contributions made subsequent to the measurement date reported as deferred outflows of resources will be recognized as a portion of pension expense in the year ended June 30, 2020. The remaining amounts reported as deferred outflows or deferred inflows of resources will be recognized as an increase or decrease to pension expense over a five-year period. Pension expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

Year Ended June 30,	Deferred Outflows of Resources		Deferred Inflows of Resources		Net Effect on Expenses
	CalSTRS	CalPERS	CalSTRS	CalPERS	
2021	$ 6,538,551	$ 4,256,856	$ (1,358,696)	$ 65,209	$ 9,501,920
2022	2,465,616	1,856,022	(1,350,091)	(473,092)	2,498,455
2023	454,759	838,764	(404,089)	(139,726)	749,708
2024	204,322	217,371	(55,451)	(15,239)	351,003
2025	-	-	(149,871)	-	(149,871)
Thereafter	-	-	(2)	-	(2)
Total	$ 9,663,248	$ 7,169,013	$ (3,318,200)	$ (562,848)	$ 12,951,213

c. Actuarial Assumptions

Total pension liabilities for the fiscal year ended June 30, 2020 were based on actuarial valuations determined using the following actuarial assumptions:

	CalSTRS	CalPERS
Fiscal Year	June 30, 2020	June 30, 2020
Measurement Date	June 30, 2019	June 30, 2019
Valuation Date	June 30, 2018	June 30, 2018
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Actuarial Assumptions:		
Discount Rate	7.10%	7.15%
Inflation	2.75%	2.50%
Wage Growth	3.50%	(3)
Investment Rate of Return	7.10%	7.15%
Post Retirement Benefit Increase	(1)	(4)
Mortality	(2)	(5)

(1) CalSTRS post retirement benefit increases assumed at 2% simple for DB (annually) maintaining 85% purchasing power level for DB. Increases are not applicable for DBS/CBB.

(2) CalSTRS projects mortality by setting the projection scale equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) tables issued by the Society of Actuaries.

(3) Wage growth is a component of inflation for CalPERS assumptions.

(4) CalPERS post retirement benefit increases assumes 2.00% until PPPA floor on purchasing power applies, 2.50% thereafter.

(5) CalPERS mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvement using the Society of Actuaries 90% of scale MP-2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

d. Discount Rate

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

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

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

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

CalSTRS and CalPERS are scheduled to review actuarial assumptions as part of their regular Asset Liability Management (ALM) review cycle. The last ALM completed by CalSTRS was conducted in 2015. CalSTRS is in process of completing the next ALM with an initial expected completion date of November 2019. CalPERS completed their ALM in 2018 with new policies in effect on July 1, 2018. Both CalSTRS and CalPERS conduct new ALM's every 4 years.

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

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

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

CalSTRS

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return*
Global Equity	47.00%	4.80%
Fixed Income	12.00%	1.30%
Real Estate	13.00%	3.60%
Private Equity	13.00%	6.30%
Risk Mitigating Strategies	9.00%	1.80%
Inflation Sensitive	4.00%	3.30%
Cash/Liquidity	2.00%	-0.40%

*20 year average

CalPERS

Asset Class*	Assumed Asset Allocation	Real Return Years 1-10**	Real Return Years 11+***
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

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

**An expected inflation of 2.00% is used for this period.

***An expected inflation of 2.92% is used for this period.

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

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

	CalSTRS	CalPERS
1% Decrease	6.10%	6.15%
Net Pension Liability	$ 61,350,910	$ 30,707,221
Current Discount Rate	7.10%	7.15%
Net Pension Liability	$ 41,156,819	$ 22,644,792
1% Increase	8.10%	8.15%
Net Pension Liability	$ 25,738,741	$ 13,112,633

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

CalSTRS

	Increase (Decrease)				
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)	State's Share of Net Pension Liability (c)	District's Share of Net Pension Liability (a) - (b) - (c)
Balance at June 30, 2019 (Previously Reported)	$ 219,941,751	$ 156,129,805	$ 63,811,946	$ 22,848,998	$ 40,962,948
Changes for the year:					
CalSTRS Auditor Adjustment	-	(1,268)	1,268	439	829
Change in prop. share	886,977	629,637	257,340	(660,811)	918,151
Service cost	4,918,111	-	4,918,111	1,703,218	3,214,893
Interest	15,655,696	-	15,655,696	5,421,810	10,233,886
Difference between expected and actual experience	(1,287,562)	-	(1,287,562)	(445,903)	(841,659)
Change in benefits	22,308	-	22,308	7,725	14,583
Contributions:					
Employer	-	3,934,818	(3,934,818)	(1,362,688)	(2,572,130)
Employee	-	2,543,057	(2,543,057)	(880,700)	(1,662,357)
State On Behalf	-	3,718,984	(3,718,984)	(1,287,942)	(2,431,042)
Net investment income	-	10,385,428	(10,385,428)	(3,596,635)	(6,788,793)
Other income	-	88,953	(88,953)	(30,806)	(58,147)
Benefit payments, including refunds of employee contributions	(10,662,981)	(10,662,981)	-	-	-
Administrative expenses	-	(177,033)	177,033	61,309	115,724
Borrowing costs	-	(73,410)	73,410	25,423	47,987
Other expenses	-	(2,979)	2,979	1,033	1,946
Net changes	9,532,549	10,383,206	(850,657)	(1,044,528)	193,871
Balance at June 30, 2020	$ 229,474,300	$ 166,513,011	$ 62,961,289	$ 21,804,470	$ 41,156,819

CalPERS

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at June 30, 2019 (Previously Reported)	$ 72,345,208	$ 51,254,391	$ 21,090,817
Changes for the year:			
Change in prop. share	(1,282,259)	(908,442)	(373,817)
Service cost	1,730,199	-	1,730,199
Interest	5,099,805	-	5,099,805
Difference between expected and actual experience	1,086,851	-	1,086,851
Change in assumptions	-	-	-
Contributions:			
Employer	-	1,964,017	(1,964,017)
Employee	-	787,922	(787,922)
Plan to plan res. movement	-	236	(236)
Net investment income	-	3,272,636	(3,272,636)
Benefit payments, including refunds of employee contributions	(3,377,906)	(3,377,906)	-
Administrative expenses	-	(35,865)	35,865
Other expenses	-	117	(117)
Net changes	3,256,690	1,702,715	1,553,975
Balance at June 30, 2020	$ 75,601,898	$ 52,957,106	$ 22,644,792

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

N. Postemployment Benefits Other than Pension Benefits (OPEB)

1. Plan Description

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

2. Benefits Provided

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

Certificated Employees

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

Classified Employees

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

Management, Confidential and Supervisory Employees

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

Former Board Members

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

3. Contributions

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

4. Plan Membership

Membership of the plan consisted of the following as of the June 30, 2019 valuation date, measured as of June 30, 2020 for fiscal year June 30, 2020:

Inactive plan members or beneficiaries currently receiving benefits	35
Inactive plan members entitled to but not yet receiving benefits	-
Active plan members	466
	501

5. Total OPEB Liability

The San Ysidro School District's total OPEB liability of $17,019,214 was measured as of June 30, 2019 and was determined by an actuarial valuation as of June 30, 2019.

6. Actuarial Assumptions and Other Inputs

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

Economic assumptions:	
Inflation	2.75% per annum
Salary increases	3.00% per annum, in aggregate
Discount rate	3.15%
Healthcare cost trend rates	6.50% decreasing to 5.00%
Retiree's Share of Costs	0.00%
Non-economic assumptions:	
Mortality	
Certificated	Most recent CalSTRS mortality tables
Classified	Most recent CalPERS mortality tables
Termination Rates:	
Certificated	Most recent CalSTRS termination rates
Classified	Most Recent CalPERS termination rates

The discount rate used is based on the Bond Buyer 20 Bond Index.

7. Changes in Total OPEB Liability

	Total OPEB Liability
Balance at June 30, 2019	$ 15,092,409
Changes for the year:	
Service cost	691,833
Interest	544,221
Changes of assumptions	590,377
Difference between expected and actual experience	570,501
Benefit payments	(470,127)
Net change	1,926,805
Balance at June 30, 2020	$ 17,019,214

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

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

	1% Decrease (2.15%)	Valuation Discount Rate (3.15%)	1% Increase (4.15%)
Total OPEB Liability	$ 18,497,604	$ 17,019,214	$ 15,645,254

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

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

	1% Decrease	Healthcare Cost Trends Rate	1% Increase
	5.50% Decreasing to 4.00%	6.50% Decreasing to 5.00%	7.50% Decreasing to 6.00%
Total OPEB Liability	$ 15,209,749	$ 17,019,214	$ 19,114,380

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

For the fiscal year ended June 30, 2020, the District recognized OPEB expense of $1,348,578. At June 30, 2020 the District reported the following Deferred Outflows and Deferred Inflows of Resources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 524,780	$ 98,768
Difference between expected and actual experience	507,112	-
Contibutions made subsequent to measurement date	240,668	-
Total	$ 1,272,560	$ 98,768

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

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Effect on OPEB Expense
2021	$ 369,654	$ (16,462)	$ 353,192
2022	128,986	(16,462)	112,524
2022	128,986	(16,462)	112,524
2023	128,986	(16,462)	112,524
2024	128,986	(16,462)	112,524
Thereafter	386,962	(16,458)	370,504
Total	$ 1,272,560	$ (98,768)	$ 1,173,792

O. Risk Management

The District is exposed to risk of losses due to:

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

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

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

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

P. Participation in Joint Powers Authorities

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

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

Q. Commitments and Contingencies

1. State and Federal Allowances, Awards, and Grants

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

2. Litigation

   The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District as of June 30, 2020.

3. Construction Commitments

   As of June 30, 2020, the District had the following commitments with respect to unfinished capital projects:

Capital Project	Commitment	Expected Date of Completion*
La Mirada Elementary and Smythe Elementary Modernization	$ 50,000	June 2021
Soccer Mini Pitch	20,000	June 2021
Long Range Master Facility Plan	60,000	June 2021

*Expected date of completion subject to change

R. Deferred Outflows of Resources

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

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

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

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

A summary of the deferred outflows of resources as of June 30, 2020 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
2012 Loss on Refunding Bond	$ 1,372,228	$ -	$ 124,748	$ 1,247,480
2015 Loss on Refunding Bond	10,876,646	-	362,544	10,514,102
2015 Loss on Refunding COPs	922,464	-	57,654	864,810
2016 Loss on Refunding COPs	579,090	-	30,748	548,342
Prepaid Debt Insurance	934,287	-	108,735	825,552
OPEB Related	207,963	1,272,560	207,963	1,272,560
Pension Related				
CalSTRS	11,130,995	4,991,085	6,458,832	9,663,248
CalPERS	8,192,134	3,212,870	4,235,991	7,169,013
Total Deferred Outflows of Resources	$ 34,215,807	$ 9,476,515	$ 11,587,215	$ 32,105,107

Future amortization of deferred outflows is as follows:

Year Ending June 30,	Refunding Losses	Prepaid Debt Insurance	Pension Related	OPEB Related	Total
2021	$ 575,694	$ 108,735	$ 10,795,407	$ 369,654	$ 11,849,490
2022	575,694	108,735	4,321,638	128,986	5,135,053
2023	575,694	108,735	1,293,523	128,986	2,106,938
2024	575,694	108,735	421,693	128,986	1,235,108
2025	575,694	108,735	-	128,986	813,415
Thereafter	10,296,264	281,877	-	386,962	10,965,103
Total	$ 13,174,734	$ 825,552	$ 16,832,261	$ 1,272,560	$ 32,105,107

S. Deferred Inflows of Resources

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

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

A summary of the deferred inflows of resources as of June 30, 2020 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
OPEB Related	$ 115,230	$ -	$ 16,462	$ 98,768
Pension Related				
CalSTRS	4,385,018	369,564	1,436,382	3,318,200
CalPERS	260,730	76,195	(225,923)	562,848
Total Deferred Inflows of Resources	$ 4,760,978	$ 445,759	$ 1,226,921	$ 3,979,816

Future amortization of deferred inflows is as follows:

Year Ending June 30,	Pension Related	OPEB Related	Total
2021	$ 1,293,487	$ 16,462	$ 1,309,949
2022	1,823,183	16,462	1,839,645
2023	543,815	16,462	560,277
2024	70,690	16,462	87,152
2025	149,873	16,462	166,335
Thereafter	-	16,458	16,458
Total	$ 3,881,048	$ 98,768	$ 3,979,816

T. Upcoming Accounting Guidance

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

Description	Date Issued	Fiscal Year Effective
GASB Statement 84, Fiduciary Activities	01/2017	2020-21
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018	2020-21
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020	2020-21
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019	2020-21
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019	2020-21
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22

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

U. COVID-19 Considerations

In March 2020 the World Health Organization declared the outbreak of the novel coronavirus COVID-19 a global pandemic. The nature of the pandemic resulted in a mandatory school property closure affecting the San Ysidro School District from March 16, 2020 and continuing into the Fall of 2020-21 school year. California Governor Gavin Newsom issued a state-wide executive order mandating that schools remain closed until the county in which the school is located is off the COVID-19 watch list for fourteen consecutive days. The 2020-21 fiscal year opened in a fully distance learning model, until such time as campuses can be re-opened. At this point in time the San Ysidro School District campuses remain closed until San Diego County meets the benchmark requirements.

In addition to school closures, new regulations and safety measures were required to be put in place by all schools in California as part of a re-opening plan. The San Ysidro School District has established a re-opening plan that they believe will provide a safe environment for the students and teachers.

The federal and state government have established temporary funding to assist in the additional costs that resulted from the COVID-19 pandemic. All California school districts are eligible for these funds. Due to timing of the grant disbursements, the San Ysidro School District did not expend any of the funds in the 2019-20 fiscal year. The funds remain available for the 2020-21 fiscal year. Additionally, for the 2019-20 fiscal year, the state placed all school districts in a hold harmless state shifting attendance reporting periods to a point prior to the pandemic to prevent sudden losses of attendance from impacting funding for the 2019-20 fiscal year. Finally, funding for the 2020-21 fiscal year is frozen at amounts provided in 2019-20 for all California school districts, with adjustments based on the Governor's budget. The District has established their 2020-21 budget with this in consideration.

V. Subsequent Events

New Bond Issuance

2020 General Obligation Bonds (Measure U)

In September 2020, the District issued $20,000,000 of 2020 Election, Series A, General Obligation Bonds (Tax Exempt) under Measure U for the purpose of financing improvements to and the acquisition of equipment and furnishings for various schools within the District, prepay certain lease obligations of the District, and pay a portion of the interest due on the bonds in addition to paying the costs of issuing the bonds. The issue consisted of $8,690,000 in serial bonds with interest rates ranging from 3.00% to 4.00% with annual maturities from August 2021 through August 2025 and $11,310,000 in term bonds with an interest rate of 4.00% with annual maturities from August 2036 through August 2045. Principal payments on the bonds are due August 1 of each year beginning August 1, 2021 while interest is payable semi-annually on February 1 and August 1 of each year commencing February 1, 2021 through maturity. Total proceeds of $22,454,509 consisted of $20,000,000 in bonds and $2,454,509 in bond premium with $19,849,958 being deposited into the Building Fund (21) with $2,000,006 being deposited in the Bond Interest and Redemption Fund (51) to be utilized for subsequent debt service on the bonds with the remainder of $604,545 expensed as cost of issuance.

2020 General Obligation Bonds (Measure T)

In September 2020, the District issued $15,830,000 of 2020 Election, Series A, General Obligation Bonds (Federally Taxable) under Measure T for the purpose of prepayment of certain certificates of participation on an advanced basis and to pay the costs of issuing the bonds. The issue consisted of $4,855,000 in serial bonds with interest rates ranging from 0.373% to 2.072% with annual maturities from August 2021 through August 2030 and $10,975,000 in term bonds with interest rates ranging from 2.392% to 2.973% with annual maturities from August 2031 through August 2045. Principal payments on the bonds are due August 1 of each year beginning August 1, 2021 while interest is payable semi-annually on February 1 and August 1 of each year commencing February 1, 2021 through maturity. Total proceeds of $15,830,000 were used to fund an escrow account in the amount of $15,362,416 for the prepayment of certain certificates of participation with $467,584 being utilized for cost of issuance.

Required Supplementary Information

San Ysidro School District

Budgetary Comparison Schedule – General Fund

For the Year Ended June 30, 2020

	Budgeted Amounts			Variance to Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
LCFF Sources				
State Apportionment	$ 24,928,288	$ 25,041,176	$ 26,079,782	$ 1,038,606
Education Protection Account	1,933,476	1,763,335	690,565	(1,072,770)
Property Taxes	20,419,594	20,341,531	22,495,701	2,154,170
Federal Revenue	3,513,595	5,113,951	3,855,758	(1,258,193)
Other State Revenue	3,965,017	3,980,399	5,623,166	1,642,767
Interest Income	150,000	169,587	138,268	(31,319)
Other Local Revenue	3,236,246	3,298,385	3,478,537	180,152
Total Revenues	58,146,216	59,708,364	62,361,777	2,653,413
Expenditures				
Current Expenditures:				
Certificated Salaries	22,874,450	23,772,031	24,413,460	(641,429)
Classified Salaries	9,835,687	10,647,719	11,090,630	(442,911)
Employee Benefits	13,386,448	13,662,398	15,368,153	(1,705,755)
Books and Supplies	2,870,146	3,023,353	2,317,372	705,981
Services and Other Operating	8,018,013	8,387,260	6,774,124	1,613,136
Other Outgo	50,000	50,000	183,896	(133,896)
Direct Support/Indirect Costs	(143,000)	(143,000)	(104,183)	(38,817)
Capital Outlay	55,000	102,906	279,121	(176,215)
Debt Service:				
Principal	235,483	253,630	450,704	(197,074)
Interest	953,630	953,630	751,758	4,000
Total Expenditures	58,135,857	60,709,927	61,525,035	(1,012,980)
Excess (Deficiency) of Revenues Over Expenditures	10,359	(1,001,563)	836,742	1,838,305
Other Financing Sources				
Transfers In	-	-	46,535	46,535
Transfers Out	-	(100,000)	(24,820)	75,180
Total Other Financing Sources	-	(100,000)	21,715	121,715
Net Change in Fund Balance	10,359	(1,101,563)	858,457	1,960,020
Fund Balance - Beginning of Year	2,630,051	2,630,051	2,630,051	-
Fund Balance - End of Year	$ 2,640,410	$ 1,528,488	$ 3,488,508	$ 1,960,020

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

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

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
District's proportion of the net pension liability (asset)	0.0456%	0.0446%	0.0432%	0.0415%	0.0415%	0.0423%	N/A	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset)	$ 41,156,819	$ 40,962,948	$ 39,966,263	$ 33,537,341	$ 27,965,531	$ 24,714,443	N/A	N/A	N/A	N/A
State's proportionate share of the net pension liability (asset) associated with the District	21,804,471	22,991,514	23,686,041	20,756,543	15,969,232	12,924,473	N/A	N/A	N/A	N/A
Total	$ 62,961,290	$ 63,954,462	$ 63,652,304	$ 54,293,884	$ 43,934,763	$ 37,638,916	N/A	N/A	N/A	N/A
District's covered payroll**	23,669,557	22,849,650	22,849,650	20,601,258	19,195,832	18,740,145	N/A	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	173.88%	179.27%	174.91%	162.79%	145.69%	131.88%	N/A	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	72.56%	70.99%	69.46%	70.04%	74.02%	76.52%	N/A	N/A	N/A	N/A

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

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

San Ysidro School District

Schedule of the District's Contributions - CalSTRS

Last Ten Fiscal Years*

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Contractually required contribution	$ 4,072,934	$ 3,987,590	$ 3,415,520	$ 2,874,486	$ 2,210,515	$ 1,704,590	N/A	N/A	N/A	N/A
Contributions in relation to the contractually required contribution	(4,072,934)	(3,987,590)	(3,415,520)	(2,874,486)	(2,210,515)	(1,704,590)	N/A	N/A	N/A	N/A
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A
District's covered payroll**	$ 23,818,327	$ 24,493,796	$ 23,669,577	$ 22,849,650	$ 20,601,258	$ 19,158,832	N/A	N/A	N/A	N/A
Contributions as a percentage of covered payroll	17.10%	16.28%	14.43%	12.58%	10.73%	8.90%	N/A	N/A	N/A	N/A

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

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

San Ysidro School District

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

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
District's proportion of the net pension liability (asset)	0.0777%	0.0791%	0.0737%	0.0673%	0.0598%	0.0623%	N/A	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset)	$ 22,644,792	$ 21,090,817	$ 17,598,194	$ 13,292,253	$ 8,815,645	$ 7,067,431	N/A	N/A	N/A	N/A
District's covered payroll**	$ 10,873,807	$ 10,546,906	$ 9,468,052	$ 8,150,089	$ 6,650,956	$ 6,545,787	N/A	N/A	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	208.25%	199.97%	185.87%	163.09%	132.55%	107.97%	N/A	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	70.05%	70.85%	71.87%	73.90%	79.43%	83.38%	N/A	N/A	N/A	N/A

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

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

San Ysidro School District

Schedule of the District's Contributions - CalPERS

Last Ten Fiscal Years*

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Contractually required contribution	$ 2,126,019	$ 1,964,027	$ 1,638,040	$ 1,314,923	$ 965,541	$ 782,884	N/A	N/A	N/A	N/A
Contributions in relation to the contractually required contribution	(2,126,019)	(1,964,027)	(1,638,040)	(1,314,923)	(965,541)	(782,884)	N/A	N/A	N/A	N/A
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A
District's covered payroll**	$ 10,780,483	$ 10,873,807	$ 10,546,906	$ 9,468,052	$ 8,150,089	$ 6,650,956	N/A	N/A	N/A	N/A
Contributions as a percentage of covered payroll	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%	N/A	N/A	N/A	N/A

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

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

San Ysidro School District

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

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Total OPEB liability:										
Service cost	$ 691,833	$ 684,496	$ 661,989	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interest	544,221	507,697	482,353	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Differences between expected	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A
and actual experience	570,501	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Changes of assumptions	590,377	(131,692)	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(470,127)	(431,726)	(411,168)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB										
liability	1,926,805	628,775	733,174	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - beginning**	15,092,409	14,463,634	13,730,460	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - ending	$ 17,019,214	$ 15,092,409	$ 14,463,634	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Covered payroll	32,931,260	30,005,000	$ 30,005,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net OPEB liability as a										
percentage of covered payroll	51.70%	50.29%	48.20%	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

Excess of Expenditures Over Appropriations

As of June 30, 2020, the District's expenditures which exceeded appropriations in the following categories:

Appropriations Category	Excess Expenditures	Reason for Excess Expenditures
General Fund:		
Certificated Salaries	$ 641,429	The District underestimated certificated salaries due to bargaining agreements and rate increases.
Classified Salaries	$ 442,911	The District underestimated certificated salaries due to bargaining agreements and rate increases.
Employee Benefits	$ 1,705,755	The District underestimated employee benefit costs due to additional STRS on-behalf payments.
Other Outgo	$ 133,896	The District underestimated other outgo expenses to other local agencies.
Direct Support/Indirect Costs	$ 38,817	The District underestimated other transfers of direct support and indirect costs.
Capital Outlay	$ 176,215	The District underestimated the cost of various capital outlay projects
Debt Service Principal	$ 197,074	The District underestimated the debt service principal on the repayment plan debt.

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

Schedule of District's Proportionate Share – CalSTRS

1. Benefit Changes: There were no changes to benefits in 2015, 2016, 2017, 2018, 2019 and 2020.

2. Changes in Assumptions: There were no changes to assumptions in 2015, 2016, 2017, 2019 and 2020. In 2018 there was a change in discount rate from 7.60% to 7.10%.

Schedule of District's Contributions – CalSTRS

The total pension liability for California State Teachers' Retirement System (CalSTRS) was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2013, 2014, 2015, 2016, 2017 and 2018 and rolling forward the total pension liabilities to the June 30, 2014, 2015, 2016, 2017, 2018 and 2019 (measurement dates). In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

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

Reporting Period	June 30, 2018	June 30, 2019	June 30, 2020
Measurement Date	06/30/17	06/30/18	06/30/19
Valuation Date	06/30/16	06/30/17	06/30/20
Experience Study	07/01/06 - 06/30/15	07/01/06 - 06/30/15	07/01/06 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.10%	7.10%	7.10%
Consumer Price Inflation	2.75%	2.75%	2.75%
Wage Growth (Average)	3.50%	3.50%	3.50%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple

CalSTRS changed the mortality assumptions based on the July 1, 2010 through June 30, 2015 experience study adopted by the CalSTRS board in February 2017. CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among CalSTRS members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries. Additional information can be obtained by reviewing the CalSTRS Actuarial Experience Study on the CalSTRS website.

Schedule of District's Proportionate Share – CalPERS

1. Benefit Changes: There were no changes to benefits in 2015, 2016, 2017, 2018, 2019 and 2020.

2. Changes in Assumptions. There were no changes in assumptions in 2015, 2017, and 2020. In 2016 the discount rate was changed from 7.50% to 7.65%. In 2018 the discount rate was changed from 7.65% to 7.15%. In 2019, demographic assumptions and inflation rate were changed in accordance to the CalPERS experience study and review of actuarial assumptions published December 2017. There were no changes to the discount rate in this period.

Schedule of District's Contributions – CalPERS

The total pension liability was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2013, 2014, 2015, 2016 and 2017 and rolling forward the total pension liabilities to June 30, 2014, 2015, 2016, 2017 and 2018 (measurement dates). The financial reporting actuarial valuation as of June 30, 2014, 2015, 2016, 2017 and 2018 (measurement dates) used the following actuarial methods and assumptions, applied to all periods included in the measurement:

Reporting Period	June 30, 2015	June 30, 2016	June 30, 2017
Measurement Date	06/30/14	06/30/15	06/30/16
Valuation Date	06/30/13	06/30/14	06/30/15
Experience Study	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.65%	7.65%
Consumer Price Inflation	2.75%	2.75%	2.75%
Wage Growth (Average)	3.00%	3.00%	3.00%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple

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

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

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

1) Benefit Changes: In 2020 the District made changes to benefit terms consistent with bargaining agreements. There have been no additional changes to benefits in periods being reported.

2) Changes in Assumptions: In 2019 the discount rate changed from 3.40% to 3.50%. In 2020 the discount rate changed from 3.50% to 3.15%. There have been no additional changes in assumptions.

3) No assets are accumulated in a trust that meets the criteria in GASB Statement No 75 Paragraph 4.

4) The following are the discount rates used for each period:

Year	Discount Rate
2018	3.40%
2019	3.50%
2020	3.15%

Combining Statements as Supplementary Information

San Ysidro School District

Combining Balance Sheet – Nonmajor Governmental Funds

June 30, 2020

	Special Revenue Funds	Debt Service Fund Blended Component Unit Fund	Capital Projects Funds	Total Nonmajor Governmental Funds
Assets				
Cash in County Treasury	$ 319,119	$ -	$ 632,232	$ 951,351
Cash on Hand and in Banks	1,000	-	-	1,000
Accounts Receivable	767,988	-	-	1,698,752
Due From Other Funds	28,095	-	1,750,000	8,517,747
Stores Inventories	17,192	-	-	389,006
Total Assets	$ 1,133,394	$ -	$ 2,382,232	$ 3,515,626
Liabilities and Fund Balance:				
Liabilities:				
Accounts Payable	$ 65,317	$ -	$ -	$ 65,317
Due To Other Funds	774,810	-	-	774,810
Unearned Revenue	242,125	-	-	242,125
Total Liabilities	1,082,252	-	-	1,082,252
Fund Balance:				
Nonspendable	17,192	-	-	17,192
Restricted	33,950	-	2,382,232	2,416,182
Total Fund Balance	51,142	-	2,382,232	2,433,374
Total Liabilities and Fund Balances	$ 1,133,394	$ -	$ 2,382,232	$ 3,515,626

San Ysidro School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances –
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds	Debt Service Fund: Blended Component Unit Fund	Capital Projects Funds	Total Nonmajor Governmental Funds
Revenues				
Federal Revenue	$ 2,594,737	$ -	$ -	$ 2,594,737
Other State Revenue	1,218,566	-	-	1,218,566
Interest	7,315	-	5,069	12,384
Other Local Revenue	137,511	-	1,553,623	1,691,134
Total Revenues	$ 3,958,129	$ -	$ 1,558,692	$ 5,516,821
Expenditures				
Current Expenditures:				
Instruction	983,684	-	-	983,684
Instruction - Related Services	271,382	-	-	271,382
Pupil Services	2,688,106	-	-	2,688,106
General Administration	104,183	-	-	104,183
Plant Services	116,809	-	-	116,809
Capital Outlay	-	-	5,896	5,896
Debt Service:				
Principal	-	1,225,000	-	1,225,000
Interest	-	1,372,831	-	1,372,831
Total Expenditures	4,164,164	2,597,831	5,896	6,767,891
Excess (Deficiency) of Revenues Over (Under) Expenditures	(206,035)	(2,597,831)	1,552,796	(1,251,070)
Other Financing Sources (Uses)				
Transfers In	24,820	2,597,831	-	2,622,651
Transfers Out	-	-	(46,535)	(46,535)
Total Other Financing Sources (Uses)	24,820	2,597,831	(46,535)	2,576,116
Net Change in Fund Balance	(181,215)	-	1,506,261	1,325,046
Fund Balance, Beginning of Year	232,357	-	875,971	1,108,328
Fund Balance, End of Year	$ 51,142	$ -	$ 2,382,232	$ 2,433,374

San Ysidro School District

Combining Balance Sheet – Nonmajor Special Revenue Funds
June 30, 2020

	Child Development Fund	Cafeteria Fund	Total Nonmajor Special Revenue Funds
Assets			
Cash in County Treasury	$ 264,093	$ 55,026	$ 319,119
Cash on Hand and in Banks	-	1,000	1,000
Accounts Receivable	115,029	652,959	767,988
Due From Other Funds	-	28,095	28,095
Stores Inventories	-	17,192	17,192
Total Assets	$ 379,122	$ 754,272	$ 1,133,394
Liabilities and Fund Balance:			
Liabilities:			
Accounts Payable	$ 1,020	$ 64,297	$ 65,317
Due To Other Funds	130,816	643,994	774,810
Unearned Revenue	230,529	11,596	242,125
Total Liabilities	362,365	719,887	1,082,252
Fund Balance:			
Nonspendable	-	17,192	17,192
Restricted	16,757	17,193	33,950
Total Fund Balance	16,757	34,385	51,142
Total Liabilities and Fund Balances	$ 379,122	$ 754,272	$ 1,133,394

San Ysidro School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances –
Nonmajor Special Revenue Funds
June 30, 2020

	Child Development Fund	Cafeteria Fund	Total Nonmajor Special Revenue Funds
Revenues			
Federal Revenue	$ 261,538	$ 2,333,199	$ 2,594,737
Other State Revenue	1,059,465	159,101	1,218,566
Interest	4,623	2,692	7,315
Other Local Revenue	124,685	12,826	137,511
Total Revenues	$ 1,450,311	$ 2,507,818	$ 3,958,129
Expenditures			
Current Expenditures:			
Instruction	983,684	-	983,684
Instruction - Related Services	271,382	-	271,382
Pupil Services	86,936	2,601,170	2,688,106
General Administration	104,183	-	104,183
Plant Services	114,953	1,856	116,809
Total Expenditures	1,561,138	2,603,026	4,164,164
Excess (Deficiency) of Revenues Over (Under) Expenditures	(110,827)	(95,208)	(206,035)
Other Financing Sources (Uses)			
Transfers In	-	24,820	24,820
Total Other Financing Sources (Uses)	-	24,820	24,820
Net Change in Fund Balance	(110,827)	(70,388)	(181,215)
Fund Balance, Beginning of Year	127,584	104,773	232,357
Fund Balance, End of Year	$ 16,757	$ 34,385	$ 51,142

San Ysidro School District

Combining Balance Sheet – Nonmajor Capital Projects Funds

June 30, 2020

	Building Fund	Capital Facilities Fund	Capital Outlay Projects Fund	Total Nonmajor Capital Projects Funds
Assets				
Cash in County Treasury	$ 6,176	$ 544,339	$ 81,717	$ 632,232
Due From Other Funds	-	1,750,000	-	1,750,000
Total Assets	$ 6,176	$ 2,294,339	$ 81,717	$ 2,382,232
Liabilities and Fund Balance:				
Liabilities:				
Accounts Payable	$ -	$ -	$ -	$ -
Total Liabilities	-	-	-	-
Fund Balance:				
Restricted	6,176	2,294,339	81,717	2,382,232
Total Fund Balance	6,176	2,294,339	81,717	2,382,232
Total Liabilities and Fund Balances	$ 6,176	$ 2,294,339	$ 81,717	$ 2,382,232

San Ysidro School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances –
Nonmajor Capital Projects Funds
June 30, 2020

	Building Fund	Capital Facilities Fund	Capital Outlay Projects Fund	Total Nonmajor Capital Projects Funds
Revenues				
Interest	$ 83	$ 4,435	$ 551	$ 5,069
Other Local Revenue	2,456	1,551,167	-	1,553,623
Total Revenues	$ 2,539	$ 1,555,602	$ 551	$ 1,558,692
Expenditures				
Current Expenditures:				
Capital Outlay	-	5,896	-	5,896
Total Expenditures	-	5,896	-	5,896
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,539	1,549,706	551	1,552,796
Other Financing Sources (Uses)				
Transfers Out	-	(46,535)	-	(46,535)
Total Other Financing Sources (Uses)	-	(46,535)	-	(46,535)
Net Change in Fund Balance	2,539	1,503,171	551	1,506,261
Fund Balance, Beginning of Year	3,637	791,168	81,166	875,971
Fund Balance, End of Year	$ 6,176	$ 2,294,339	$ 81,717	$ 2,382,232

Other Supplementary Information

San Ysidro School District

Local Education Agency Organization Structure
June 30, 2020

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

GOVERNING BOARD

Name	Office	Term and Term Expiration
Humberto Gurmilan	President	Four Year Term Expires December 2022
Antonio Martinez	Vice President	Four Year Term Expires December 2020
Rodolfo Lopez	Member	Four Year Term Expires December 2022
Irene Lopez	Member	Four Year Term Expires December 2022
Rosaleah Pallasigue	Member	Four Year Term Expires December 2020

ADMINISTRATION

Gina A. Potter, Ed.D
Superintendent

Marilyn Adrianzen
Chief Business Official

Manuela Colom
Executive Director
Curriculum, Instruction,
and Innovation

David Farkas
Executive Director
Human Resources

San Ysidro School District

Schedule of Average Daily Attendance
Year Ended June 30, 2020

	Second Period Report Certificate #725ADAF5		Annual Report Certificate #648FEA55	
	Original	Revised	Original	Revised
TK/K-3				
Regular ADA	1,797.88	N/A	1,797.88	N/A
Extended Year Special Education	1.98	N/A	1.98	N/A
Nonpublic, Nonsectarian Schools	0.44	N/A	0.44	N/A
Extended Year - Nonpublic	0.42	N/A	0.42	N/A
Total TK/K-3	1,800.72	N/A	1,800.72	N/A
Grades 4-6				
Regular ADA	1,415.71	N/A	1,415.71	N/A
Extended Year Special Education	0.83	N/A	0.83	N/A
Nonpublic, Nonsectarian Schools	2.18	N/A	2.18	N/A
Extended Year - Nonpublic	1.00	N/A	1.00	N/A
Total Grades 4-6	1,419.72	N/A	1,419.72	N/A
Grades 7-8				
Regular ADA	979.16	N/A	979.16	N/A
Extended Year Special Education	0.86	N/A	0.86	N/A
Nonpublic, Nonsectarian Schools	0.75	N/A	0.75	N/A
Extended Year - Nonpublic	1.89	N/A	1.89	N/A
Total Grades 7-8	982.66	N/A	982.66	N/A
Total ADA	4,203.10	N/A	4,203.10	N/A

On March 17, 2020 Governor Newsom signed Senate Bill (SB) 117 which mitigated the effect of lost attendance due to COVID-19 that occurred after February 29, 2020. For the purpose of preventing losses of attendance-based funding as a result of reductions in average daily attendance (ADA) due to COVID-19, this legislation provided that the ADA used for both the second period (P2) and the Annual period apportionment include all full school months from July 1, 2019 to February 29, 2020 for all local education agencies (LEAs).

Average daily attendance is a measurement of the number of pupils attending classes of the District and Charter Schools. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts and charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

San Ysidro School District

Schedule of Instructional Time
Year Ended June 30, 2020

Grade Level	Minutes Requirement	2019-20 Actual Minutes	2019-20 COVID-19 Closure Minutes	2019-20 Total Instructional Minutes	2019-20 Actual School Days	2019-20 COVID-19 Closure Days	2019-20 Total School Days	Status
Transitional Kindergarten	36,000	32,950	11,650	44,600	133	47	180	Complied
Kindergarten	36,000	35,477	12,543	48,020	133	47	180	Complied
1st Grade	50,400	40,427	14,293	54,720	133	47	180	Complied
2nd Grade	50,400	40,427	14,293	54,720	133	47	180	Complied
3rd Grade	50,400	40,427	14,293	54,720	133	47	180	Complied
4th Grade	54,000	40,427	14,293	54,720	133	47	180	Complied
5th Grade	54,000	40,427	14,293	54,720	133	47	180	Complied
6th Grade	54,000	40,427	14,293	54,720	133	47	180	Complied
7th Grade	54,000	40,805	14,427	55,232	133	47	180	Complied
8th Grade	54,000	40,805	14,427	55,232	133	47	180	Complied

Due to COVID-19 the District closed all campuses on March 17, 2020 through the end of the school year. Distance learning was provided to students for school days during the closure. This schedule has been reflected based on the original approved calendar and instructional time planned by the District for the 2019-20 fiscal year.

School districts and charter schools must maintain their instructional minutes as defined in Education Code §46201 through §46207. This schedule is required of all school districts, including basic aid districts, as well as all charter schools.

This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code §46201 through §46207.

San Ysidro School District

Schedule of Financial Trends and Analysis
Year Ended June 30, 2020

General Fund	Budget 2021 (See Note 1)	2020	2019	2018
Revenues and Other Financing Sources	$ 61,132,943	$ 62,408,312	$ 61,678,973	$ 72,852,324
Expenditures and Other Financing Uses	59,478,205	61,549,855	69,817,358	77,691,442
Net Change in Fund Balance	1,654,738	858,457	(8,138,385)	(4,839,118)
Ending Fund Balance	$ 5,143,246	$ 3,488,508	$ 2,630,051	$ 10,768,436
Available Reserves (See Note 2)	$ 4,390,265	$ 2,735,528	$ 1,080,468	$ 5,305,129
Available Reserves as a Percentage of Total Outgo	7.38%	4.44%	1.60%	6.90%
Long Term Debt	$217,928,307	$225,776,817	$225,408,413	$224,851,576
Average Daily Attendance at P2	4,203	4,203	4,351	4,508

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

The general fund balance has decreased by $7,279,928 (67.60%) over the past two years. The fiscal year 2020-21 budget projects an increase of $1,654,738 (47.43%). For a district of this size, the State recommends available reserves of 3% of total general fund expenditures and other financing uses (total outgo).

Total long-term debt has increased by $925,241 over the past two years.

Average daily attendance has decreased by 305 over the past two years.

Notes:

1. Budget 2021 is included for analytical purposes only and has not been subjected to audit.
2. Available reserves consist of all unassigned fund balances contained within the general fund.

San Ysidro School District

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2020

	General Fund (Fund 01)
June 30, 2020, annual financial and budget report fund balances	$ 1,325,391
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Overstatement of accounts payable	2,163,117
Net adjustments and reclassifications	2,163,117
June 30, 2020, audited financial statement fund balances	$ 3,488,508

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

San Ysidro School District

Schedule of Charter Schools
Year Ended June 30, 2020

The San Ysidro School District did not sponsor any charter schools as of June 30, 2020.

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

San Ysidro School District

Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Subrecipient Expenditures	Total Federal Expenditures
CHILD NUTRITION CLUSTER:				
U.S. Department of Agriculture				
Passed through California Department of Education				
School Breakfast Program	10.553	13526	$ -	$ 473,208
National School Lunch Program	10.555	13523	-	1,611,566
National School Lunch Program - Noncash Commodities	10.555	13392	-	248,426
Total Child Nutrition Cluster			-	2,333,200
SPECIAL EDUCATION (IDEA) CLUSTER:				
U.S. Department of Education				
Passed through California Department of Education				
IDEA Basic Local Assistance	84.027	13379	-	1,187,038
IDEA Preschool Grants	84.173	13430	-	45,870
IDEA Mental Health	84.027	15197	-	31,508
Total Special Education (IDEA) Cluster			-	1,264,416
OTHER PROGRAMS:				
U.S. Department of Education				
Passed through San Diego County Superintendent of Schools				
21st Century CCLC	84.287	14535	-	106,182
Passed through California Department of Education				
Title I	84.010	14329	-	1,655,001
ESSA School Improvement	84.010	15438	-	77,692
Title V McKinney Vento - Homeless	84.196	14332	-	59,627
Title III English Learner	84.365	14346	-	230,889
Title II Supporting Effective Instruction	84.367	14341	-	122,224
Elementary and Secondary School Emergency Relief	84.425	15536	-	250,165
Total U.S. Department of Education			-	2,501,780
U.S. Department of Health and Human Services				
Passed through California Department of Education				
Head Start Program	93.600	10016	-	261,538
Total Other Programs			-	2,763,318
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ -	$ 6,360,934

See accompanying notes to schedule of expenditures of federal awards.

Basis of Presentation

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

Summary of Significant Accounting Policies

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

Indirect Cost Rate

Indirect costs were calculated in accordance with 2 CFR §200.412 *Direct and Indirect Costs.* The District used an indirect cost rate of 9.73% based on the rate approved by the California Department of Education for each program which did not have a pre-defined allowable indirect cost rate. The District did not elect to use the 10% de minimis cost rate as covered in 2 CFR §200.414 *Indirect Costs.* The following programs utilized a lower indirect cost rate based on program restrictions or other factors determined by the District:

Program	CFDA #	Indirect Cost Rate
21st Century CCLC	84.287	5.00%
Title III English Learner	84.365	2.00%

Schoolwide Program

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

Program	CFDA #	Amount Expended
Title I	84.010	$ 1,655,001

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

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

To the Board of Education
San Ysidro School District
San Diego, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of San Ysidro School District (District), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise San Ysidro School District's basic financial statements, and have issued our report thereon dated March 31, 2021.

Internal Control over Financial Reporting

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

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies which we consider to be a material weakness; however, material weaknesses may exist that have not been identified.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We did identify a deficiency in internal control that we consider to be a significant deficiency which is described in the accompanying schedule of findings and questioned costs as item 2020-001.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

San Ysidro School District's Response to the Finding

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

Purpose of this Report

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

Wilkinson Hadley King & Co., LLP

El Cajon, California
March 31, 2021

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

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

To the Board of Education
San Ysidro School District
San Diego, California

Report on Compliance for Each Major Federal Program

We have audited San Ysidro School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of San Ysidro School District's major federal programs for the year ended June 30, 2020. San Ysidro School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of San Ysidro School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about San Ysidro School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of San Ysidro School District's compliance.

Opinion on Each Major Federal Program

In our opinion, San Ysidro School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

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Report on Internal Control Over Compliance

Management of San Ysidro School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered San Ysidro School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Wilkinson Hadley King & Co., LLP

El Cajon, California
March 31, 2021

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on State Compliance

To the Board of Education
San Ysidro School District
San Diego, California

Report on State Compliance

We have audited the San Ysidro School District's compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* Section 19810, that could have a direct and material effect on each of the District's state programs identified below for the fiscal year ended June 30, 2020.

Management's Responsibility for State Compliance

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each applicable program as identified in the State's Audit Guide *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance,* prescribed in Title 5, *California Code of Regulations,* Section 19810. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the comptroller General of the United States; and the State's audit guide *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations, S*ection 19810. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about each school's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

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In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with state laws and regulations applicable to the following items:

Description	Procedures Performed
Local Education Agencies Other Than Charter Schools	
A. Attendance	Yes
B. Teacher Certification and Misassignments	Yes
C. Kindergarten Continuance	Yes
D. Independent Study	N/A
E. Continuation Education	N/A
F. Instructional Time	Yes
G. Instructional Materials	Yes
H. Ratio of Administrative Employees to Teachers	Yes
I. Classroom Teacher Salaries	Yes
J. Early Retirement Incentive	N/A
K. Gann Limit Calculation	Yes
L. School Accountability Report Card	Yes
M. Juvenile Court Schools	N/A
N. Middle or Early College High Schools	N/A
O. K-3 Grade Span Adjustment	Yes
P. Transportation Maintenance of Effort	Yes
Q. Apprenticeship: Related and Supplemental Instruction	N/A
R. Comprehensive School Safety Plan	Yes
S. District of Choice	N/A
School Districts, County Offices of Education, and Charter Schools	
T. California Clean Energy Jobs Act	Yes
U. After/Before School Education and Safety Program	Yes
V. Proper Expenditure of Education Protection Account Funds	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts	Yes
X. Local Control and Accountability Plan	Yes
Y. Independent Study - Course Based	N/A
Charter Schools	
AA. Attendance	N/A
BB. Mode of Instruction	N/A
CC. Nonclassroom Based Instruction/Independent Study	N/A
DD. Determination of Funding for Nonclassroom Based Instruction	N/A
EE. Annual Instructional Minutes - Classroom Based	N/A
FF. Charter School Facility Grant Program	N/A

The term N/A is used above to mean either the District did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

Opinion on State Compliance

In our opinion, San Ysidro School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2020.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing. This report is an integral part of an audit performed in accordance with *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* Section 19810. Accordingly, this report is not suitable for any other purpose.

Wilkinson Hadley King & Co., LLP

El Cajon, California
March 31, 2021

Auditor’s Results, Findings & Recommendations

San Ysidro School District

Schedule of Auditor's Results

Year Ended June 30, 2020

FINANCIAL STATEMENTS

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

FEDERAL AWARDS

Internal control over major programs:		
One or more material weakness(es) identified?	Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	Yes	X No
Type of auditor's report issued on compliance for major programs:	Unmodified	
Compliance supplement utilized for single audit	August 2020 and December 2020 Addendum	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516?	Yes	X No

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
84.010	Title I
84.027, 84.173	Special Education Cluster
84.425	ESS Emergency Relief

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

STATE AWARDS

Any audit findings disclosed that are required to be reported in accordance with *2019-20 Guide for Annual Audits of California K-12 Local Education Agencies?*	Yes	X No
Type of auditor's report issued on compliance for state programs:	Unmodified	

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards,* Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), or the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Finding codes as identified in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are as follows:

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

A. Financial Statement Findings

Finding Number:	2020-001
Repeat Finding:	Yes
Description:	General Fund Balance – A Caution for Consideration
Type of Finding:	Internal Control – Significant Deficiency (30000)

Criteria or Specific Requirement

Verify that the District is meeting the minimum required amount of reserve balance in the general fund based on the size of the District at fiscal year-end as recommended by the California Department of Education. Available reserves consist of all unassigned fund balances and all funds reserved for economic uncertainties contained within the General Fund.

Condition

At fiscal year end, the District reported available reserves in the General Fund of 4.4% as reported in the Schedule of Financial Trends and Analysis which is slightly above the required 3% reserve balance as recommended by the California Department of Education for the size of this District. Expenditures exceeded revenues by $8.1 million in 2018-19 resulting in the available reserves declining from 6.9% to 1.6% for fiscal year 2018-19; however, in 2019-20, revenues exceeded expenditures by $0.8 million resulting in available reserves to increase 2.84% over the prior year. The District at the end of 2019-20 met the required reserve; however, the financial trends in the General Fund are inconsistent as the District has experienced an inadequate reserve balance in a prior period.

Cause
The District sustained expenditures in excess of revenues of $8.1 million in the prior year primarily due to a repayment of overstated state apportionment in the amount of $3.9 million, an additional reduction in EPA funds of $1.8 million, and additional operating expenditures in excess of $4.2 million over the 2017-18 year which caused an inadequate reserve balance and inconsistent financial trends in the General Fund.

Effect
The District is at risk of having available sufficient cash reserves for future periods based on prior trends. Insufficient general fund reserves could have a severe and immediate impact on cash flows and daily operations if not monitored and kept at the required state approved reserve balance.

Context
The District must maintain a minimum 3% available reserve balance consisting of unassigned fund balances and funds reserved for economic uncertainties in the general fund at all times, as recommended by the California Department of Education, for proper cash flow and general daily operations of the District.

Recommendation
Implement procedures to improve minimum required reserves in the General Fund as recommended by the state. Establish and implement a spending reduction plan to reduce and eliminate expenditures for the subsequent fiscal year to be in correlation with actual revenues received in order to enable a positive increase in fund balance for the General Fund in future periods. Increase the fund balance for the General Fund in future periods to raise the available reserves up to a reasonable level by reducing contract expenses, eliminating vacant positions, and reducing overall operational costs. Monitor the reserve balances for the General Fund diligently and make every effort to increase the general fund reserves over the minimum threshold recommended over the next few years. Make every effort to stabilize reserve balances from year to year and eliminate inconsistencies in the financial trends of the General Fund.

Views of Responsible Officials
See Corrective Action Plan

B. Federal Awards

None

C. State Award Findings

None

San Ysidro School District EST - 1887

Gina A. Potter, Ed.D.
Superintendent

GOVERNING BOARD
Antonio Martinez, President
Rodolfo Lopez, Vice-President
Rosaleah Pallasigue, Clerk
Irene Lopez, Member
Humberto Gurmilan, Member

Quality education and opportunity for all students to succeed

Marilyn Adrianzen
Chief Business Official

March 29, 2021

To Whom It May Concern:

The accompanying Corrective Action Plan has been prepared as required by the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* published by the Education Audit Appeals Panel. The name of the contact person responsible for corrective action, the planned corrective action, and the anticipated completion date for each finding included in the current year's Schedule of Findings and Questioned Costs have been provided.

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

Sincerely,

Marilyn Adrianzen
Chief Business Official

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3004 • marilyn.adrianzen@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

San Ysidro School District

Corrective Action Plan

Year Ended June 30, 2020

Financial Statement Findings

Finding Number:	2020-001
Program Name:	General Fund Balance
Contact Person:	Marilyn Adrianzen
Anticipated Completion Date:	Ongoing

Planned Corrective Action: The District projects to meet the 3% required reserve for economic uncertainties in 2020-21 and subsequent years implementing a Board approved budget reduction plan in the amount of approximately $1 million. This will reduce expenditures in the 2020-21 fiscal year. In addition, due to the State and Federal Stimulus funds, the District was able to shift expenditures from the unrestricted general fund to the restricted stimulus funds which further assists the District in meeting the 3% reserve for economic uncertainties requirement.

San Ysidro School District

Schedule of Prior Year Audit Findings
Year Ended June 30, 2020

Finding/Recommendation	Status	Explanation if Not Implemented
Finding 2019-001 **General Fund Balance** The District reported available reserves balance in the general fund of 1.6% which is below the required 3% reserve balance as recommended by the California Department of Education for the size of the District. Expenditures exceeded revenues by $8.1 million resulting in available reserves declining from 6.9% to 1.6% for fiscal year 2018-19. Implement immediate procedures to improve and establish the minimum reserve balance as required by state regulations. Set up a spending reduction plan to reduce expenditures in future periods to raise the available reserves up to the recommended level. Reduce contract expenses, overall operational costs, and eliminate any vacant employee positions.	Partially Implemented	See Finding 2020-001
Finding 2019-002 **Inventory** The District reported only a portion of the stores inventory at year end and was not a complete and accurate evaluation of the total products on hand. Only a portion of the actual inventory was listed as an asset value while the remaining inventory items were expensed and shipped to school sites. Establish procedures to ensure a full and complete accurate inventory asset valuation in the general fund at year end or expense all inventory items directly as they are received and shipped out to school sites. Provide a complete and accurate asset valuation at year end or eliminate the reporting of stores inventory valuation at year end in the general fund entirely.	Implemented	

Finding/Recommendation	Status	Explanation if Not Implemented
Finding 2019-003 **Attendance** In review of the class rosters at San Ysidro Middle School for the eighth month of attendance, we noted that some of the class rosters were not being signed within one week of the end of the attendance period on a timely basis, some verification signatures were being backdated prior to the date the rosters were actually printed, and some class rosters were not being dated when signed. Implement procedures to ensure all class rosters are being printed timely and all teachers are signing, dating, and verifying the attendance within one week after the end of the attendance period. Establish a policy and method to ensure teachers do not backdate class rosters and require all class rosters to have a valid certification date for the proper verification of attendance.	Implemented	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 STUDENT CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Student Calendar.

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 2020-2021 Budget?
☐ Yes ☐ No

Requisition #
--

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021 SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR 2022

Month	M	T	W	TH	F	Student Days	Holidays
July				1	2		7/5 - In lieu of Independence Day - Legal Holiday
2021	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30	5	7/26 - First Day for Students
August	2	3	4	5	6		
2021	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31				22	
September			1	2	3		
2021	6	7	8	9	10		9/6 - Labor Day - Legal Holiday
	13	14	15	16	17		
	20	21	22	23	24		9/20 - 10/1 Fall Break
	27	28	29	30		12	
October					1		10/4 - Students Return
2021	4	5	6	7	8		10/8 - Progress Report #1 (middle schools)
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	20	
November	1	2	3	4	5		11/5 - End of first trimester (64 days - elementary schools)
2021	8	9	10	11	12		11/11 - Veteran's Day - Legal Holiday
	15	16	17	18	19		11/15 - 11/19 Parent Conferences
	22	23	24	25	26		
	29	30				16	11/25 - 11/26 Thanksgiving Legal and Local Holidays
December			1	2	3		
2021	6	7	8	9	10		12/17 - End of first semester (88 days - middle schools)
	13	14	15	16	17		12/20 - 1/10 Winter Break
	20	21	22	23	24		12/23 - 12/24 Declared and Legal Holidays
	27	28	29	30	31	13	12/31 - Declared Holiday
January	3	4	5	6	7		1/3 - In lieu of New Year's Day - Legal Holiday
2022	10	11	12	13	14		1/11 - Students Return
	17	18	19	20	21		1/17 - Martin Luther King Jr. - Legal Holiday
	24	25	26	27	28		
	31					14	
February		1	2	3	4		
2022	7	8	9	10	11		2/18 - Lincoln Day - Legal Holiday
	14	15	16	17	18		2/21 - Washington Day - Legal Holiday
	21	22	23	24	25		
	28					18	
March		1	2	3	4		3/4 - End of second trimester (60 days - elementary schools)
2022	7	8	9	10	11		3/11 - Progress Report #2 (middle schools)
	14	15	16	17	18		3/14 - 3/18 Parent Conferences (elementary and middle)
	21	22	23	24	25		3/21 - 4/4 Spring Break
	28	29	30	31		14	3/31 - Cesar Chavez - Observed Holiday
April					1		
2022	4	5	6	7	8		4/5 - Students Return
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	19	
May	2	3	4	5	6		
2022	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31				21	5/30 - Memorial Day - Legal Holiday
June			1	2	3		
2022	6	7	8	9	10		6/8 - End of third trimester (56 days - elementary schools)
	13	14	15	16	17		6/8 - End of second semester (92 days - middle schools)
	20	21	22	23	24		6/8 - Last Day for Students
	27	28	29	30		6	
						180	

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays School Closed

▭ End of trimester / semester

Board Approved:_____

"Subject to modification if required by Collective Bargaining"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Certificated Directors/Coordinators Work Calendar.

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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2020-2021

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	19	1	2	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	16	1	5	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	21	0	0	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	16	3	3	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	13	3	7	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	17	2	2	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	19	2	2	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
		1	2	3					
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	18	0	4	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED EMPLOYEE 10 MONTH (209 DAYS) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (209 Days) Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Classified Employee 10 Month (209 Days) Work Calendar.

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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

209 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	2	4	5	7	8

Work Days	182
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	52

_____
Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021						
1 2						7/5 - In lieu of Independence Day - Legal Holiday
5 6 7 8 9						
12 13 14 15 16						
19 20 21 22 23						
26 27 28 29 30	5	6	1	0	15	
August, 2021						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	22	22	0	0	0	
September, 2021						
1 2 3						
6 7 8 9 10						9/6 - Labor Day - Legal Holiday
13 14 15 16 17						
20 21 22 23 24						9/20 - 10/1 Student Fall Break
27 28 29 30	12	12	1	0	9	
October, 2021						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	20	20	0	0	1	
November, 2021						
1 2 3 4 5						
8 9 10 11 12						11/11 - Veteran's Day - Legal Holiday
15 16 17 18 19						11/24 - Admission Day - Legal Holiday
22 23 24 25 26						11/25 - Thanksgiving - Legal Holiday
29 30	16	16	4	0	2	11/26 - Thanksgiving - Local Holiday
December, 2021						
1 2 3						12/20 - 1/10 Student Winter Break
6 7 8 9 10						12/23 - In lieu of Christmas Day - Legal Holiday
13 14 15 16 17						12/24 - Christmas Day - Legal Holiday
20 21 22 23 24						12/30 - CSEA Floating Holiday
27 28 29 30 31	13	13	4	0	6	12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022						
3 (4) (5) (6) (7)						1/3 - In lieu of New Year's Day - Legal Holiday
10 11 12 13 14						
17 18 19 20 21						1/17 - Martin Luther King Jr. - Legal Holiday
24 25 26 27 28						
31	13	14	2	4	1	
February, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						2/18 - A. Lincoln - Legal Holiday
21 22 23 24 25						2/21 - G. Washington - Legal Holiday
28	18	18	2	0	0	
March, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						3/21 - 4/4 Student Spring Break
(21) (22) (23) (24) (25)						3/30 - Spring Holiday
(28) 29 30 31	14	14	2	6	1	3/31 - Cesar Chavez - Local Holiday
April, 2022						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	19	20	0	0	1	
May, 2022						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022						
1 2 3						
6 7 8 9 10						
13 14 15 16 17						
20 21 22 23 24						
27 28 29 30	6	6	0	0	16	

CSEA: _____ Date 4/9/2021

SYSD: _____ Date 4/9/2021

_____ Date 4/9/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (213 Days) Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Classified Employee 10 Month (213 Days) Work Calendar.

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 2020-2021 Budget?
☐ Yes ☐ No

Requisition #
--

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

213 Work Year

10 Months

	Work Days	186
	Holidays	17
	Mandatory Vacation Days	10
	Non-Work Days	48

Additional Vacation Days with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
2	4	5	7	8

Board Approved _____

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021						
1 2						7/5 - In lieu of Independence Day - Legal Holiday
5 6 7 8 9						
12 13 14 15 16						
19 20 21 22 23						
26 27 28 29 30	5	8	1	0	13	
August, 2021						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	22	22	0	0	0	
September, 2021						
1 2 3						
6 7 8 9 10						9/6 - Labor Day - Legal Holiday
13 14 15 16 17						
20 21 22 23 24						9/20 - 10/1 Student Fall Break
27 28 29 30	12	12	1	0	9	
October, 2021						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	20	20	0	0	1	
November, 2021						
1 2 3 4 5						
8 9 10 11 12						11/11 - Veteran's Day - Legal Holiday
15 16 17 18 19						11/24 - Admission Day - Legal Holiday
22 23 24 25 26						11/25 - Thanksgiving - Legal Holiday
29 30	16	16	4	0	2	11/26 - Thanksgiving - Local Holiday
December, 2021						
1 2 3						12/20 - 1/10 Student Winter Break
6 7 8 9 10						12/23 - In lieu of Christmas Day - Legal Holiday
13 14 15 16 17						12/24 - Christmas Eve - Legal Holiday
20 21 22 23 24						12/30 - CSEA Floating Holiday
27 28 29 30 31	13	13	4	0	6	12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022						
3 (4) (5) (6) (7)						1/3 - In lieu of New Year's Day - Legal Holiday
10 11 12 13 14						
17 18 19 20 21						1/17 - Martin Luther King Jr. - Legal Holiday
24 25 26 27 28						
31	13	15	2	4	0	
February, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						2/18 - A. Lincoln - Legal Holiday
21 22 23 24 25						2/21 - G. Washington - Legal Holiday
28	18	18	2	0	0	
March, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						3/21 - 4/4 Student Spring Break
(21) (22) (23) (24) (25)						3/30 - Spring Holiday
(28) 29 30 31	14	14	2	6	1	3/31 - Cesar Chavez - Local Holiday
April, 2022						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	19	20	0	0	1	
May, 2022						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022						
1 2 3						
6 7 8 9 10						
13 14 15 16 17						
20 21 22 23 24						
27 28 29 30	6	7	0	0	15	

CSEA: _____ Date 4/9/2021

SYSD: _____ Date 4/9/2021

_____ Date 4/9/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED EMPLOYEE 11 MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 11 Month Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Classified Employee 11 Month Work Calendar.

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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

239 Work Year

11 Months

Additional Vacation Days with Approval					
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs	
13	15	16	18	19	

Work Days	222
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	44317

_____ Board Approved

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021										
			1	2						7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	17	1	0	4	
August, 2021										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				22	22	0	0	0	
September, 2021										
		1	2	3						
6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	16	1	0	5	
October, 2021										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	
November, 2021										
1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	16	4	0	2	11/26 - Thanksgiving - Local Holiday
December, 2021										
		1	2	3						12/20 - 1/10 Student Winter Break
6	7	8	9	10						12/23 - In lieu of Christmas Day - Legal Holiday
13	14	15	16	17						12/24 - Christmas Eve - Legal Holiday
20	21	22	23	24						12/30 - CSEA Floating Holiday
27	28	29	30	31	13	13	4	0	6	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022										
3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28						
31					14	19	2	0	0	
February, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	
March, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	20	2	0	1	3/31 - Cesar Chavez - Local Holiday
April, 2022										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	20	0	0	1	
May, 2022										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022										
		1	2	3						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		6	19	0	0	3	

CSEA: _____ Date 4/9/2021

SYSD: _____ Date 4/9/2021

_____ Date 4/9/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED EMPLOYEE 12 MONTH WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 12 Month Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Classified Employee 12 Month Work Calendar.

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 2020-2021 Budget? ☐ Yes ☐ No

Requisition # --

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

260 Work Year

12 Months

Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
	14	16	17	19	20

Work Days	243
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	1

Board Approved

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021										
			1	2						7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	21	1	0	0	
August, 2021										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				22	22	0	0	0	
September, 2021										
		1	2	3						
6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	21	1	0	0	
October, 2021										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	
November, 2021										
1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	18	4	0	0	11/26 - Thanksgiving - Local Holiday
December, 2021										
		1	2	3						12/20 - 1/10 Student Winter Break
6	7	8	9	10						12/23 - In lieu of Christmas Day - Legal Holiday
13	14	15	16	17						12/24 - Christmas Eve - Legal Holiday
20	21	22	23	24						12/30 - CSEA Floating Holiday
27	28	29	30	31	13	19	4	0	0	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022										
3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28						
31					14	19	2	0	0	
February, 2022										
		1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	
March, 2022										
		1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	21	2	0	0	3/31 - Cesar Chavez - Local Holiday
April, 2022										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	20	0	0	1	
May, 2022										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022										
		1	2	3						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		6	22	0	0	0	

CSEA: _____ Date 4/9/2021

SYSD: _____ Date 4/9/2021

_____ Date 4/9/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Management & Confidential Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Classified Management & Confidential Work Calendar.

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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	243
Holidays	17
Non-Work Days	1

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021										
			1	2						7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	21	1	0	0	
August, 2021										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				22	22	0	0	0	
September, 2021										
		1	2	3						
6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	21	1	0	0	
October, 2021										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	
November, 2021										
1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	18	4	0	0	11/26 - Thanksgiving - Local Holiday
December, 2021										
		1	2	3						12/20 - 1/10 Student Winter Break
6	7	8	9	10						12/23 - In lieu of Christmas Day - Legal Holiday
13	14	15	16	17						12/24 - Christmas Eve - Legal Holiday
20	21	22	23	24						12/30 - Floating Holiday
27	28	29	30	31	13	19	4	0	0	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022										
3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						1/17 - Martin Luther King Jr. - Legal Holiday
31					14	19	2	0	0	
February, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	
March, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	20	2	0	1	3/31 - Cesar Chavez - Local Holiday
April, 2022										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	21	0	0	0	
May, 2022										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022										
		1	2	3						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		6	22	0	0	0	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Principal/Assistant Principal Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Principal/Assistant Principal Work Calendar.

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 2020-2021 Budget?
☐ Yes ☐ No

Requisition #
--

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	15	1	6	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	12	1	9	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	20	0	1	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	16	3	3	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	13	3	7	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	15	2	4	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	14	2	7	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
			1	2	3				
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	15	0	6	

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 TEACHER WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Teacher Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve the 2021-2022 Teacher Work Calendar.

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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021 SAN YSIDRO SCHOOL DISTRICT CERTIFICATED WORK CALENDAR 2022

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July				1	2			7/5 - In lieu of Independence Day - Legal Holiday	
2021	5	6	7	8	9			7/21 - Staff Development	
	12	13	14	15	16			7/22 - AM Staff Development - PM Teacher Prep	
	19	20	21	22	23			7/23 - Teacher Prep	
	26	27	28	29	30	5	8	7/26 - First Day for Students	Staff Mtg./Principal Directed
August	2	3	4	5	6				Tch. Prep/Individual Planning
2021	9	10	11	12	13				Grade Level/Teacher Collaboration
	16	17	18	19	20				Tch. Prep/Individual Planning
	23	24	25	26	27				Staff Mtg./Principal Directed
	30	31				22	22		
September			1	2	3				CCSS PLC/Principal Directed
2021	6	7	8	9	10			9/6 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	13	14	15	16	17				Tch. Prep/Individual Planning
	20	21	22	23	24			9/20 - 10/1 Fall Break	
	27	28	29	30		12	12		
October					1				
2021	4	5	6	7	8			10/8 - Progress Report #1 (middle schools)	Staff Mtg./Principal Directed
	11	12	13	14	15				Grade Level/Teacher Collaboration
	18	19	20	21	22				Tch. Prep/Individual Planning
	25	26	27	28	29	20	20		Staff Mtg./Principal Directed
November	1	2	3	4	5			11/5 - End of first trimester (64 days - elementary schools)	CCSS PLC/Principal Directed
2021	8	9	10	11	12			11/11 - Veteran's Day - Legal Holiday	Tch. Prep/Individual Planning
	15	16	17	18	19			11/15 - 11/19 Parent Conferences	
	22	23	24	25	26			11/25 - Thanksgiving Legal	
	29	30				16	16	11/26 - Local Holiday	
December			1	2	3				Staff Mtg./Principal Directed
2021	6	7	8	9	10			12/17 - End of first semester (88 days - middle schools)	Grade Level/Teacher Collaboration
	13	14	15	16	17			12/20 - 1/7 Winter Break	Tch. Prep/Individual Planning
	20	21	22	23	24			12/23 - 12/24 Declared and Legal Holidays	
	27	28	29	30	31	13	13	12/31 - Declared Holiday	
January	3	4	5	6	7			1/3 - In lieu of New Year's Day - Legal Holiday	
2022	10	11	12	13	14			1/10 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	17	18	19	20	21			1/11 - Students Return	Grade Level/Teacher Collaboration
	24	25	26	27	28			1/17 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
	31					14	15		
February		1	2	3	4				Staff Mtg./Principal Directed
2022	7	8	9	10	11			2/18 - Lincoln Day - Legal Holiday	Grade Level/Teacher Collaboration
	14	15	16	17	18			2/21 - Washington Day - Legal Holiday	
	21	22	23	24	25				Tch. Prep/Individual Planning
	28					18	18		
March		1	2	3	4			3/4 - End of second trimester (60 days - elementary schools)	Staff Mtg./Principal Directed
2022	7	8	9	10	11			3/11 - Progress Report #2 (middle schools)	Tch. Prep/Individual Planning
	14	15	16	17	18			3/14 - 3/18 Parent Conferences (elementary and middle)	
	21	22	23	24	25			3/21 - 4/1 Spring Break	
	28	29	30	31		14	14	3/31 - Cesar Chavez - Observed Holiday	
April					1				
2022	4	5	6	7	8			4/4 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	11	12	13	14	15			4/5 - Students Return	Grade Level/Teacher Collaboration
	18	19	20	21	22				Tch. Prep/Individual Planning
	25	26	27	28	29	19	20		Staff Mtg./Principal Directed
May	2	3	4	5	6				CCSS PLC/Principal Directed
2022	9	10	11	12	13				Grade Level/Teacher Collaboration
	16	17	18	19	20				Tch. Prep/Individual Planning
	23	24	25	26	27				Staff Mtg./Principal Directed
	30	31				21	21	5/30 - Memorial Day - Legal Holiday	
June			1	2	3				CCSS PLC/Principal Directed
2022	6	7	8	9	10			6/8 - End of third trimester (56 days - elementary schools)	
	13	14	15	16	17			6/8 - End of second semester (92 days - middle schools)	
	20	21	22	23	24			6/9 - AM Staff Development - PM Teacher Prep	
	27	28	29	30		6	7		
						180	186		

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

School Closed

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA: Date 4/12/2021

SYSD: Date 04/12/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:
Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is allowable by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

RECOMMENDATION:
Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for 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?
☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget?
☐ Yes ☐ No

Requisition #
--

N/A
(Amount)

--
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: San Ysidro School District District CDS Code: 37-68379

Name of County: San Diego County Office of Education County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04/15/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Gina A. Potter		Superintendent
Name	*Signature*	*Title*
(619) 428-1505	(619) 428-4476	April 15, 2021
Fax Number	*Telephone Number*	*Date*

4350 Otay Mesa Road, San Ysidro, CA 92173
Mailing Address

gina.potter@sysdschools.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	5
Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	3
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	3
Special Education	3
TOTAL	6

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☑

If no, explain. We do not have a Commission-approved program.

Does your agency participate in a Commission-approved college or university internship program? Yes ☑ No ☐

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.

Azusa Pacific University, Brandman University, National University, Point Loma Nazarene University, and San Diego State University

If no, explain why you do not participate in an internship program.

N/A

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0029

BACKGROUND INFORMATION:
It has been determined that it will be necessary to reduce and/or eliminate the following particular kinds of services of vacant positions in the District at the close of the 2020-2021 school year for fiscal and budgetary reasons. The District will have to reduce and/or eliminate the number of permanent classified positions performing particular kinds of service.

This resolution identifies the kinds of services to be eliminated no later than the beginning of the 2021-2022 school year for the positions of Accounting Supervisor, Bus Driver; Child Nutrition Specialist; Human Resources and Credentialing Coordinator; and Instructional Aides (3.99 FTEs).

This resolution also identifies the kinds of services to be reduced in hours in lieu of layoff with the upcoming extension of the work year for the position of Publication Technician (0.92 FTE).

RECOMMENDATION:
Approve Resolution No. 20/21-0029 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2020-2021 school year for fiscal and budgetary reasons.

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 2020-2021 Budget? ☐ Yes ☐ No

Requisition # --

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

REDUCTION AND/OR ELIMINATION OF CLASSIFIED POSITIONS
RESOLUTION NO. 20/21-0029

WHEREAS, the Board of Education of the San Ysidro School District has determined that it is necessary to reduce and/or eliminate classified positions due to lack of work and/or funds, or due to the expiration of specially funded program(s).

NOW, THEREFORE, BE IT RESOLVED that the following vacant classified positions shall be reduced and/or eliminated for the above-stated reasons:

ELIMINATIONS

1. Accounting Supervisor
   1 @ 8 hours/day
2. Bus Driver
   1 @ 6 hours/day
3. Child Nutrition Specialist
   1 @ 2.5 hours/day
4. Human Resources and Credentialing Coordinator
   1 @ 8 hours/day
5. Instructional Aide
   5 @ 3.5 hours/day

REDUCTIONS

1. Publication Technician: Reduction in work hours from 8 hours/day to 6 hours/day

BE IT FURTHER RESOLVED:

A. That due to a lack of work and/or funds, or due to the expiration of specially funded program(s), the number of classified employees and the amount of service rendered as specified above shall be reduced by layoff pursuant to Education Code section 45308.

B. That the Superintendent or her designee is directed to give notice layoff to the affected classified employee(s) pursuant to the requirements of law.

C. That said layoff shall become effective June 30, 2021, or on the last work day of 2020-21 school year, whichever is sooner.

D. That the affected employee(s) shall be afforded bumping rights according to law and/or the applicable collective bargaining agreement.

E. That any employee(s) laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code sections 45298 and 45308.

ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on April 15, 2021, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

President

_____

Member

_____

Member

_____

Member

_____

Member

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☒ Informational
☐ Action

AGENDA ITEM: LONG RANGE MASTER FACILITIES PLAN – DRAFT NO. 1

BACKGROUND INFORMATION:
A comprehensive Long Range Master Facilities Plan (LRMFP) is an essential element of a district's planning process. The LRMFP provides the district with information regarding current and future needs for student housing, quality of the existing facilities, and facilities renovation and expansion requirements to support the district's educational and programmatic goals. Additionally, the LRMFP also assists a district in identifying funding needs for capital improvement and developing financing options and includes accurate projections regarding enrollment, careful determination of school site capacity, consideration of educational specifications, a detailed needs assessment and conclusions and recommendations about the availability and timing of financing and funding.

On March 3, 2020, San Ysidro School District voters approved Measures T and U in the bond principal amounts of $55.5 million and $52.9 million respectively. Draft No. 1 of the LRMFP will include the main items covered under Measures T and U such as safety, school security, technology, modernization, equipment, and construction.

WLC Architects, Inc. were awarded an RFP and contracted to provide Architectural and Engineering Design Services for Facilities Master Plan and Related Projects. WLC has met and gathered information from all stakeholders (parents, students, staff and community) to bring forth this LRMFP draft. The draft document is under separate cover and it will be available to view on the district's website or by clicking here: LRMFP link.

RECOMMENDATION:
Information and discussion only. Information and discussion only. A comprehensive Long Range Master Facilities Plan (LRMFP) is an essential element of a district's planning process. The LRMFP provides the district with information regarding current and future facility needs to include facilities renovation and expansion requirements to support the district's educational and programmatic goals and safety and security. Additionally, the LRMFP also assists a district in identifying funding needs for capital improvement and developing financing options and includes accurate projections regarding enrollment, careful determination of school site capacity, consideration of educational specifications, a detailed needs assessment and conclusions and recommendations about the availability and timing of financing and funding.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 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

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Leadership, Pupil Services & Safety/ Educational Services
David Farkas, Ed.D., Asst. Superintendent
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: COUNTYWIDE AND SAN YSIDRO SCHOOL DISTRICT'S 3-YEAR PLAN 2021-2024 FOR EXPELLED STUDENTS

BACKGROUND INFORMATION:
The Countywide Plan for Expelled Students must be completed every three years per Education Code 48926. The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the Governing Board.

Each School District's Board is required to adopt the County Plan as well as their individual District Plan before May 1, 2021. Once approved, the County and District Plan must be submitted to the San Diego County Office of Education for further approval by their Board and by the California Department of Education.

RECOMMENDATION:
Approve the Countywide and San Ysidro School District's 3-Year Plan 2021-2024 for Expelled Students.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement. ~ All students will be educated in positive academic environments that are welcoming, safe, and drug-free.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PLAN FOR SERVING EXPELLED PUPILS

SAN DIEGO COUNTY OFFICE OF EDUCATION AND SAN DIEGO COUNTY DISTRICTS

2021 - 2024

San Diego County Office of Education

Superintendent

San Diego County Board of Education

Gregg Robinson
Guadalupe Gonzalez
Alicia Munoz
Paulette Donnellon
Rich Shea

Approved by the County Superintendent of Schools

_____
Dr. Paul Gothold, Superintendent

_____
Date

INTRODUCTION

Education Code - 49826

Each County superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the County, shall develop a plan for providing educational services to all expelled pupils in that County. The plan shall be adopted by the governing board of each school district within the County and by the County Board of Education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placement for pupils who are expelled and placed in district Community Day School programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each County superintendent of schools, in conjunction with the superintendents of the local school districts, shall submit to the Superintendent of Public Instruction the County plan for providing educational services to all expelled pupils in the County no later than June 30, 2003, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.(1) on June 30th thereafter.

Education Code - 48916. (1)

> At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion, but only the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

San Diego County Plan

Educational programs within San Diego County provide numerous opportunities for students who are in need of traditional and/or alternative educational programs. Individual school districts offer a broad spectrum of service and the San Diego County Office of Education offers additional options, this combination provides a continuum of alternatives to expelled students.

A student whose behavior has resulted in expulsion is given a rehabilitation plan created by their district of residence. This plan may involve one or more of the options outlined in the 3-year plan [see matrices on Education Alternatives and Services for expelled students]. A student who is simply in the need of an educational alternative may also access these programs through a District and/or County referral process.

Gaps in Educational Services to Expelled Pupils and Strategies for Filling the Service Gaps

Four major gaps that were identified in 2003 and carried forward in subsequent plans through the 2012 - 15 version. Strategies were proposed and implemented to address these gaps over those years. For the 2015 - 18 plan, two of the original gaps remained, and three new gaps were identified. For the 2018 – 2021 plan, five gaps remained and were addressed. Updates and progress made are noted as "*Updated Information as of February 2021."*

The gaps are addressed on subsequent pages. Strategies to address each gap are followed by a summary of the effectiveness of the strategies. Discussion summaries from previous plans are also included. Discussion centers on the following questions:

a. Were the strategies successful? If not, what were the obstacles?
b. What additional strategies were implemented? Were they successful?

Strategies, which were used to address each gap during 2018 - 2021, follow the discussion summary for each gap.

Alternative placements for pupils who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board are also outlined.

Finally, following the alternative placement are the regional articulations between districts and the County Office of Education which contains a discussion of the coordination between school districts and with the County office of education in providing educational placements for expelled pupils.

Much work on the countywide plan has been done since 2003; the San Diego County Plan for Serving Expelled Students for 2021 - 2024, is approved by both the local and county school boards and is signed by local district superintendents as well as the County superintendent of schools.

Administrator Recommendation of Expulsion		
MUST RECOMMEND EXPULSION (Mandatory Recommendation)	SHALL RECOMMEND UNLESS PARTICULAR CIRCUMSTANCES RENDER INAPPROPRIATE (Quasi-Mandatory Recommendation)	MAY RECOMMEND EXPULSION (Discretionary Recommendation)
Education Code 48915(c) Limited to acts committed at school or at a school activity off school grounds. The principal or superintendent of schools shall immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts: A. Possessing, selling, or otherwise furnishing a firearm. • Does not apply to an act of possessing a firearm if the pupil had obtained prior written permission from the school. • Applies only if the act of possessing a firearm is verified by an employee of a school district. • Possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory. B. Brandishing a knife at another person. C. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code. D. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900. E. Possession of an explosive. • The term "explosive" mean "destructive device" as described in Section 921 of Title 18 of the United States Code. Per EC 48915(e) the recommendation for expulsion shall be based on one or both of the following: (1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct. (2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.	**Education Code 48915(a)(1)** Limited to acts committed at school or at a school activity off school grounds. The principal or the superintendent of schools shall recommend the expulsion, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct A. Causing serious physical injury to another person, except in self-defense. B. Possession of any knife or other dangerous object of no reasonable use to the pupil. C. Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following: (i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis. (ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician. D. Robbery or extortion. E. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.	**Education Code 48900.** Includes acts committed while at school, while going to or coming from school, during activity whether on or off campus, or while going to and from a school activity. A. Physical injury 1. caused, threatened or attempted 2. willful force or violence B. dangerous objects C. alcohol or other drugs - under the influence D. Sale of look-alike substance represented to be alcohol or other drugs. E. Robbery/extortion F. Damage to property G. Theft H. tobacco I. obscenity/profanity/vulgarity J. drug paraphernalia K. disruption/defiance L. receipt of stolen property M. imitation firearm possession N. sexual assault or battery O. harassment, threatening a pupil witnesses p. selling the prescription drug soma q. engaged or attempted to engage in hazing r. bullying (including an electronic act) toward student(s) or school personnel s. aiding and abetting - infliction or attempted infliction of physical injury - (suspension only except as defined) ▪ sexual harassment (EC 48900.2) (grades 4-12 only) ▪ hate violence (EC 48900.3) (grades 4-12 only) ▪ harassment, threats and intimation (EC48900.4) (grades 4-12 only) ▪ terrorist threats (EC 48900.7) ▪ electronic devices (EC 48901.5) Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

SAN DIEGO COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES TO EXPELLED STUDENTS

Four gaps were initially identified in the 2003 and continued in subsequent versions of the plan. Of those, three gaps no longer exist. Three additional service gaps were also identified and addressed for the first time in the 2015 – 2018 version of the plan.

The following Gaps were identified in 2003 and carried forward in all subsequent versions of this plan. These Gaps are now considered to have been resolved.

i. GAP: A full continuum of services is not available at each of the sites operated by the County Office of Education. Some of the Juvenile Court & Community School (JCCS) regions have more services to offer than others.

RESOLUTION: In 2009, JCCS maintained 66 sites. In 2012, the number of sites was 62. During 2014 - 2015, SDCOE reduced the number of community school sites to 24. As a result of the consolidation, all sites now offer a full continuum of services.

ii. GAP: Placements may not always be available for expelled students in the nearest community school.

RESOLUTION: As a result of the consolidation of sites described above, all JCCS sites have the capacity a continuum of services needed to support the needs of their students in the site located closest to the student.

iii. GAP: Students who have failed their placement in district community schools or do not have a community School must be referred to other district programs or to a County operated community school. If the student fails the program or commits another expulsion type offense, there may not be any viable alternative remaining.

RESOLUTION: SDCOE's Juvenile Court and Community Schools (JCCS) accepts referrals on students who have committed expulsion type offences while enrolled in district community schools. JCCS also retains students in their system, even when they've committed expulsion type offences, by altering their placement and services to respond to the issue at hand. Operating on a blended model of instruction, JCCS is able to provide a range of formats to meet the individual needs of each student ranging from daily attendance to distance learning. JCCS has also made major investments in and relies heavily on the effective use instructional technology as a component of their blended learning model. This approach allows JCCS to tailor their programs to the individual needs of their students.

The following Gaps in service were identified in the 2015 – 2018 plan; of those, one, Gap 2, was resolved, and though progress was made, four gaps remain within the County of San Diego and will remain the focus of our work for the 2021 - 2024 plan.

Gap #1

Students in grades one through six who are expelled do not have the same educational options available as do expelled youth who are in grades seven through twelve, due to the limited numbers of students who are expelled in these lower grades. These younger students cannot attend programs designed for middle and high school students.

A. Strategies that have been used to address this gap:

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
   - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
   - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
   - Suspended expulsion with placement in a district operated opportunity school with the **Other Means of Correction** contract. (see page 92 for a sample Other Means of Correction contract)
3. SDCOE offers placement at Monarch school as well as independent study based programs serving elementary students when appropriate.

B. Discussion:

a) Were the strategies successful? If not, what were the obstacles?

2009 - 12
Yes, however we will need to continue our efforts in expanding the numbers and kind of intervention strategies used with elementary students.

2012 - 15
Yes, however will need to continue their efforts in *maintaining* the numbers and kind of intervention strategies used with elementary students.

2015 - 18
CALPADS does not maintain expulsion data by grade level so there is no way to determine how many elementary students were expelled in the County last year. In 2013 - 14, elementary districts expelled just over 40 students. Almost all of those were from two districts that operate community day schools. Elementary districts that have very low expulsion rates (most have less than one case per year) still perceive this area to be a gap in service; however it isn't one they encounter often. We estimate this gap is experienced by about five students a year, Countywide.

2016 – 17
Cal Pads data now reflects expulsion data by grade level and Expulsion data and indicates the following expulsion rates:

Grade K-3: 0
Grade 4-6: 15
Grade 7-8: 78

b) What additional strategies were implemented? Were they successful?
- Districts increased the number and kind of intervention strategies to prevent elementary students from being expelled.
- SDCOE's Monarch School has been used as a placement option for students who are too young for Community School.
- Independent Study has also been used by districts and JCCS as a placement option.

C. Strategies for 2015 – 18:

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
   - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
   - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
3. SDCOE will continue to offer placement at a centrally located community school serving elementary students.
4. Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study through their blended model.

D. Information as of January 2018

- Districts continue to offer available placement options to students described above including the continued use of Other Means of Correction Contracts.
- SDCOE will continue to offer placement at Monarch school serving elementary students.
- Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study.

E. Updated Information as of February 2021

- Recent data has demonstrated the reduction in expelled K-6 students across the county.
- JCCS is willing and available to engage individual districts in developing programs for students for whom **Other Means of Correction** strategies require another setting.

GAP #2

There is currently no single depository for student records available between districts and JCCS.

Discussion:

a) The 2009 - 12 version of the plan proposed the development of a County-wide data warehouse with automation of student records concerning discipline and expulsion. The intention was to automate the acquisition of student records and data to facilitate placement in interim settings, and to facilitate reinstatement back into the referring school districts. This strategy was ultimately deemed to be too costly to pursue. No additional strategies were proposed for 2012 - 15.

Timely transfer of student records continues to be a challenge for students entering SDCOE Community School sites. Given this, the Gap is revised as follows for 2015 - 18:

GAP #2 (Revised as of 2015)

Students entering the County Community School frequently lack complete records, impeding the ability of JCCS staff to develop properly supported personalized learning plans.

A. Strategies for 2015 – 18:

1. JCCS has developed a checklist of records that must accompany a Community School referral. All records provided to JCCS will be copies. Original student records will be maintained by the school districts. This checklist is included on page 137.

B. Updated Information 2017-18:

- In order to better serve the needs of our students, families, and partner districts, JCCS has implemented enrollment centers in our regional areas with intended goals of: increased communication on student enrollment, progress on goals, transition planning, improved coordination of services to support students and families.
- Due to significant progress in acquiring, maintaining and sharing records, the committee determined that this goal has been successfully resolved.

C. Additional Information as of February 2021

- Through the Inter Agency Agreement, developed in collaboration with SDCOE FYS, district officials are able to obtain access to the JCCS student information system for students residing in their district to support improved collaboration on transition details including enrollment information, student progress, and student return to their home district.
- Identified district officials receive reports from JCCS on students enrolling in and exiting from JCCS programs.

GAP #3

Expelled students who live in rural areas of the County, and who would not be appropriately served through independent study contracts, do not always have access to traditional, seat time based, and classroom programs.

A. Discussion:

a) This Gap impacts a small number of students who live in very rural settings. There have been a few cases involving expelled students who live in areas that do not have internet access, and in some cases live without power or phone service.

B. Strategies for 2015 – 18:

1. School districts will use independent study with more onsite meetings when appropriate.
2. JCCS will use schools operated at facilities operating by County probation when they are proximal to students in these circumstances.
3. Districts and JCCS will develop and implement the capacity to offer synchronous virtual instruction as a means of reaching student who live in remote areas but have access to internet.

C. Information as of 2017-18:

- Probation run facilities are not appropriate for community school services.
- Districts and JCCS will explore creating the capacity to offer synchronous virtual instruction as a means of reaching students who live in remote areas and have access to internet.

D. Updated Information as of February 2021

- JCCS is willing and available to engage individual districts in developing programs for students living in rural areas.
- JCCS itinerant independent study teachers are available to meet with students in their communities.

GAP #4

Expelled students do not always have assistance in transitioning back to district schools. Personal, social and academic adjustment should be considered and supported to ensure successful re-entry.

A. Discussion:

a) Students returning from expulsion are in transition. When returning to district schools, expelled students require support to resist the tendency to return to old patterns and relationships. They also need help establishing new relationships and behaviors. Positive reinforcement should be present to validate positive choices and behavior.
b) All too often students who have been expelled encounter school staff that are not receptive to have them returned to their campuses.
c) Efforts made to connect students to caring adults on campus is the most powerful step a district can take to ensure successful re-entry and graduation from high school.

B. Strategies for 2015 – 18:

1. SDCOE Student Support Services will convene a workgroup of Pupil Service Administrators to study the experiences and needs of students returning from, and who have returned from expulsion. The committee will identify specific needs, propose strategies and promote the adoption of these strategies.
2. Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
3. Restorative Practices will be used, when appropriate, to help restore the relationships damaged by the act that lead to the expulsion, and to assist students in reintegration into the school communities from which they were expelled.
4. School districts and JCCS will train their employees:
    a. To understand the impact of trauma
    b. To recognize that negative behavior may be an expression of coping strategies learned in response to past or continuing trauma exposure
    c. On strategies employees can use to avoid triggering negative coping strategies
    d. On de-escalation strategies.
5. SDCOE Student Support Services will provide training for school personnel on restorative and trauma informed practices.

C. Updated information as of January 2018:

- There has been significant progress in JCCS staff training in all of the areas listed above and in the use of Restorative Practices and Other Means of Correction in lieu of suspension.
- SDCOE will work with Pupil Services Administrators to establish a re-entry workgroup to create policies, procedures and best practices for site administrators to help facilitate students' transition back to their school sites following expulsion.
- Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
- Detention facilities are reaching out to district liaisons to see if returning to school is best option.

D. Updated Information as of February 2021:

- The work in the updated section is continuing.
- Restorative Practices training and additional supports via parenting courses are offered to families.
- JCCS Student Transition Technicians to support students and families enrolling in JCCS schools as well as to facilitate successful re-entry.
- JCCS Student and Family Engagement (SAFE) Team (consisting of School Counselors, Student Transition Technicians, Parent and Family Liaisons, Work Readiness Assistants, The Movement tutoring, School Social worker, and interns) in order to more effectively coordinate student services and family supports.
- Regional Multi-Tiered Systems of Supports (MTSS) teams developed to locally review student progress and refer to appropriate supports.

GAP #5

Districts do not always know when a student has enrolled in JCCS, another school system or when they have simply not enrolled anywhere.

A. Discussion:

a) JCCS doesn't always contact districts when students who have been referred don't enroll.
b) Districts don't always follow-up with JCCS when they don't receive confirmation a referred student hasn't enrolled.
c) Records requests typically show when an expelled student has enrolled in a charter school.
d) Expelled students are still subject to compulsory education and under the jurisdiction of the district of residences SARB.
e) While students may be expelled from the district of residence they typically return to the district after they complete their rehabilitation plans.

B. Strategies for 2015 – 18:

1. JCCS will confirm with the district of residence, the enrollment of all students entering their system on the day they enroll.
2. In cases in which JCCS has not initiated contact with the school district to confirm enrollment, school districts will investigate whether or not expelled students are enrolled with JCCS or another school system, within five days of making the referral.
3. In cases in which a district finds that an expelled student is not enrolled, or is unable to determine the student's enrollment status, the case will be referred to the supervisor of attendance for the district, and when appropriate, to the district SARB.
4. Expand the use of enrollment centers to standardize the admissions process for JCCS.

5. JCCS will make “view only” access to their student information system (Promise) available for referring districts who request it.

C. Updated Information as of January 2018:

- There has been a significant increase in communication between JCCS and Districts since the last plan was enacted.
- Enrollment procedures have been established for regions within the county and additional JCCS administrators have been added to manage school sites within each region.
- Because of conversation regarding mental health, we need to work with the students and their families to successfully facilitate their re-entry into districts.
- JCCS has expanded their offerings to expelled students which now includes counseling services and assistance with successful completion of their rehabilitation plan.
- Additionally, JCCS now has Social work Interns in each JCCS school, who are available to work with students as they complete their rehabilitation plans and reintegrate back into their home schools.

D. Updated Information as of February 2021:

- Students and families are offered counseling with the Mobile Adolescent Services Team (MAST) upon enrollment.
- JCCS Multi-Tiered System of Supports (MTSS) documentation system within the JCCS student information system with access for identified district staff.

ALTERNATIVE PLACEMENT

(For those expelled students who have been placed in a district community day school but who fail to meet the term or conditions of their rehabilitation plan or who pose a continuing danger to the physical safety of district pupils or others)

Step I

The School District of residence continues to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided either within or outside the school district.

Step II

Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to a different district school, another district program, a district-operated Community Day School Program, or the San Diego County Office of Education Community School.

For expelled students who are referred to a San Diego County Office of Education Community School (which is a permissive program) a Personalized Learning Plan will be developed with the students' parents and County Office of Education staff. Part of this plan will include a goal of returning to the school district of residence after the district expulsion term. If students are not successful in the County-operated program, they may be referred back to the district for possible review and re-placement.

REGIONAL ARTICULATION BETWEEN DISTRICTS AND THE COUNTY OFFICE OF EDUCATION

The consistent regional articulation between districts and the San Diego County Office of Education has been occurring over the past 17 years. The County Office of Education provides quarterly meetings for the Pupil Services administrators representing the County's 42 school districts and SDCOE's Juvenile Court and Community Schools (JCCS). The meeting is chaired by the Executive Director of Student Support Services and Director of Student Attendance, Safety & Well-Being for the County Office of Education. These meetings provide opportunities for articulation and coordination between SDCOE and school districts on a regular basis. In addition, school districts work with regionally identified JCCS staff for placements for expelled students.

San Diego County Office of Education Overview

The San Diego County Office of Education will continue to provide an educational option for expelled students. The Juvenile Court and Community Schools facilitate the students' completion of the rehabilitation plan, while responsibility for the long-term educational needs of the student remains with the referring district. This program is one that fits in the continuum of educational care as outlined. The philosophy of each individual school district affects how the San Diego County Office of Education Community School program will meet the needs of that particular school district.

The Community School is a permissive educational program that provides the local school districts with another educational option for their expelled youth.

The following pages outline the process for referral and referral forms that enable districts to access San Diego County Office of Education School programs.

For placement information, please contact the Juvenile Court and Community School office nearest to your school district.

JCCS ADMINISTRATION OFFICE

Tracy E. Thompson, Executive Director tthompson@sdcoe.net (858) 290-5807
Bruce Petersen, Senior Director bruce.peterson@sdcoe.net (858) 298-2069

JCCS ASSESSMENT & PUPIL SERVICES OFFICE

Student assessment data, transcripts and archived records
Phone: (858) 290-5852
FAX: (858) 277-1532
JCCS Lead Registrar: Robin Mosby rmosby@sdcoe.net (858) 290-5866
Request for student records: www.sdcoe.net/jccsrecords

EAST REGION ENROLLMENT OFFICE

Serves the East regions of San Diego County for admissions.
Principal: Roberto Carrillo roberto.carrillo@sdcoe.net (858) 290-5469
Program Administrator: Dyane Plumly dplumly@sdcoe.net (858) 290-5861
924 East Main St.
El Cajon, CA 92021
Phone: (619) 668-4660
FAX: (619) 593-0306
Placement Contact:
Rosa Leon
rmleon@sdcoe.net (858) 290-5897

MONARCH SCHOOL

Serves homeless families in Downtown San Diego for admissions on site.
Principal: Michael Paredes
michael.paredes@sdcoe.net 858/290-5511
1325 Newton Avenue
San Diego, CA 92113
Phone: (619) 652-4100 ext. 1590
FAX: (619) 233-3458
Placement Contact:
James Flores
james.flores@sdcoe.net 858/290-5870

METRO REGION ENROLLMENT OFFICE

Serves Downtown San Diego and San Diego Unified for admissions.
Principal: Theresa Fox
turnfox@sdcoe.net (858) 290-5529
Principal: Gretchen Rhoads
gretchen.rhoads@sdcoe.net (858) 290-5496
3720 El Cajon Blvd.
San Diego, CA 92105
Phone: (619) 528-2789
FAX: (619) 696-0377
Placement Contact:
Michele Roman
mroman@sdcoe.net (858) 290-5893
Susana Moreno
scervant@sdcoe.net (858) 290-5888
Estella Estrada
eerayrob@sdcoe.net (858) 290-5935

NORTH REGION ENROLLMENT OFFICE

Serves the North County School Districts for admissions.
Principal: Oscar Felix oscar.felix@sdcoe.net 760-299-7863
255 Pico Ave., Ste. 112
San Marcos, CA 92069
Phone: (760) 940-9002
FAX: (760) 940-9091
Placement Contact:
Oscar Torrico
oscar.torrico@sdcoe.net 760-307-1305

SOUTH REGION ENROLLMENT OFFICE

Serves the South County School Districts for admissions.
Principal: Roberto Carrillo roberto.carrillo@sdcoe.net (858) 290-5469
Program Administrator: Dyane Plumly dplumly@sdcoe.net (858) 290-5861
800 National City Boulevard, Ste. 110 National City, CA 92150
Phone: (619) 470-5210
FAX: (619) 470-5278
Placement Contact:
Diana Bayon
dbayon@sdcoe.net (858) 290-5904

San Diego County Office of Education
Educational Alternatives for Expelled Youth

The San Diego County Office of Education Juvenile Court and Community Schools offer the following services for expelled youth:

1. Daily educational programs that meet for 300-360 minutes per day in community classrooms
2. Direct instruction and/or contracted blended learning programs (e.g. face-to-face, independent study and/or online courses). Students are required to complete a minimum of 80 hours of educational product per five-credit course completion
3. Trauma informed, restorative practices and mental health support
4. Early Childhood Development/Head Start with Teen Parent Specialized Academic Instruction
5. Community Schools *(See page 18 for listing of community schools)
6. Special Education Services
7. Each site provides support to students in meeting the conditions of their rehabilitation plan, as well as wrap-around support to their families
8. Multiple career pathways, internship and concurrent college enrollment opportunities
9. Breakfast and lunch
10. An opportunity to earn a compass card for transportation

San Diego County Office of Education
Juvenile Community School Sites

EASTERN SAN DIEGO COUNTY
Cuyamaca Prep
East County Community School
La Mesa Community School

NORTHERN SAN DIEGO COUNTY
Escondido Community School
Innovations Academy of Empowerment
North County Technology Academy
North Tech & Science Academy

METRO
37ECB
Bayside Community
Bridges Community
CTEC Community
Lindsay Community
Project Aware
Second Chance
Monarch (K-12)

SOUTHERN SAN DIEGO COUNTY
South County Community School
Victoria Community School

As of March 2021

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION Specialized Academic Instruction/
SERVICES FOR EXPELLED STUDENTS (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adapted P.E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
EASTERN SAN DIEGO COUNTY																
Cuyamaca Prep		X		X		X				X		X		X		X
East County	X	X	X	X	X	X			X	X	X	X	X	X	X	X
La Mesa	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION Specialized Academic Instruction/
SERVICES FOR EXPELLED STUDENTS (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adapted P.E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
Monarch School	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION Specialized Academic Instruction/
SERVICES FOR EXPELLED STUDENTS (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adapted P.E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
METRO																
37ECB	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Bayside	X	X	X	X	X	X			X	X	X	X	X	X	X	X
CTEC		X		X		X				X		X		X		X
Lindsay	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Second Chance	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION Specialized Academic Instruction/
SERVICES FOR EXPELLED STUDENTS (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adapted P.E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
NORTHERN SAN DEIGO COUNTY																
Escondido	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Innovations	X	X	X	X	X	X			X	X	X	X	X	X	X	X
North County Technology Academy	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X
North Region I.S.		X		X		X				X		X		X		X

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION Specialized Academic Instruction/
SERVICES FOR EXPELLED STUDENTS (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adapted P.E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
SOUTHERN SAN DIEGO COUNTY																
South Bay Tech Academy		X		X		X				X		X		X		X
Victoria		X		X		X				X		X		X		X

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-A)

District	Physical Occup. Therapy		Vision Services		Counseling Guidance		Parent Counseling / Guidance		Health & Nursing		Social Worker		Vocational Ed. Career Dev.		Assessments		Special Day Classes	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
EAST COUNTY																		
Cuyamaca Prep		X		X		X		X		X				X		X		
East County	X	X	X	X	X	X	X	X	X	X			X	X	X	X		
La Mesa	X	X	X	X	X	X	X	X	X	X			X	X	X	X		

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-A Continued)

District	Physical Occup. Therapy		Vision Services		Counseling Guidance		Parent Counseling / Guidance		Health & Nursing		Social Worker		Vocational Ed. Career Dev.		Assessments	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
METRO																
37ECB	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Bayside	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Bridges		X		X		X		X		X				X		X
CTEC		X		X		X		X		X				X		X
Lindsay	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Project Aware		X		X		X		X		X				X		X
Second Chance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
NORTHERN SAN DIEGO COUNTY																
Escondido		X	X	X	X	X	X	X	X	X			X	X	X	X
Innovations	X	X	X	X	X	X	X	X	X	X			X	X	X	X
North County Tech Academy	X	X	X	X	X	X	X	X	X	X			X	X	X	X
North I.S.		X		X		X		X		X						

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-A Continued)

District	Physical Occup. Therapy		Vision Services		Counseling Guidance		Parent Counseling / Guidance		Health & Nursing		Social Worker		Vocational Ed. Career Dev.		Assessments	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
SOUTHERN SAN DIEGO COUNTY																
South Bay Tech Academy	X	X	X	X	X	X	X	X	X	X			X	X	X	X
South I.S.		X	X	X	X	X	X	X		X				X		X
Victoria	X	X	X	X	X	X	X	X	X	X			X	X		X

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-B)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adpated P. E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
EAST COUNTY																
East County	X	X	X	X	X	X			X	X	X	X	X	X	X	X
La Mesa	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Monarch School	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adpated P. E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
METRO																
37ECB	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Bayside	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Bridges		X		X		X				X		X		X		X
CTEC		X		X		X				X		X		X		X
Lindsay	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Project Aware		X		X		X				X		X		X		X
Second Chance	X	X	X	X	X	X			X	X	X	X	X	X	X	X
NORTHERN SAN DIEGO COUNTY																
Escondido	X	X	X	X	X	X			X	X	X	X	X	X	X	X
North County Tech Academy	X	X	X	X	X	X			X	X	X	X	X	X	X	X
Innovations	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN DIEGO COUNTY OFFICE OF EDUCATION

Special Education Specialized Academic Instruction/ Services for Expelled Students (Part II-B Continued)

District	Resource Spec. Program		Audiological Services		Orientation & Mobility Inst.		Home / Hospital Instruction		Adpated P. E.		Recreational Services		Services for Low Incidence		Other Special Ed. Services	
	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12	K-8	9-12
SOUTHERN SAN DIEGO COUNTY																
South Bay Tech Academy	X	X	X	X	X	X			X	X	X	X	X	X	X	X
South I.S.		X		X		X				X		X		X		X
Victoria	X	X	X	X	X	X			X	X	X	X	X	X	X	X

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
San Ysidro Middle School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF DELTAMATH PLUS ONLINE SUBSCRIPTION FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:
DeltaMath has long been a free online tool used to give automatic and detailed feedback to students for Math practice on over 1,400 different math problem types. Given the current health crisis, this immediate feedback is more important than ever. DeltaMath Plus has newer features that give teachers a lot more flexibility in creating assignments, attaching videos to assignments, and creating online tests and writing new questions on DeltaMath.

The Principal at San Ysidro Middle School is requesting approval to purchase the subscription for DeltaMath Plus, which will benefit students during distance learning. The term of this subscription is from April thru October 1, 2021.

RECOMMENDATION:
Approve the purchase of the DeltaMath Plus subscription for San Ysidro Middle School at the total cost of $135.00 from the school's General Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$135.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

DeltaMath Solutions Inc.
510 Hommocks Road
Larchmont, NY 10538
orders@deltamath.com

DeltaMath

Quote

ADDRESS
Maria Rodriguez
San Ysidro Middle School
4345 Otay Mesa Rd. , San Ysidro, CA 92173
San Diego, CA 92154

QUOTE # 4199
DATE 03/15/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	DeltaMath Plus	Prorated teacher license for instructional videos and additional features through October 1, 2021	3	45.00	135.00

Hello, This is a tool we would like to try out for the math department (Math 8 and SPED). This price will give us access to try it until October 1, 2021.

UPDATED W9 2021:
https://www.deltamath.com/files/w9.pdf

TOTAL **USD 135.00**

Accepted By

Accepted Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – APRIL

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 April 15, 2021 Board meeting:

- Culturally Sustaining Pedagogy: Creating the Conditions for English Learners to Thrive
- Identification of McKinney-Vento Students Training
- Improving Chronic Absence Network Cohort 2
- Integrated and Designated ELD Institute for Secondary Teachers
- Joint Homeless & Foster Care Liaison Meeting
- LCAP Annual Update
- May Revision Workshop
- **Payroll Essentials Program**
- **Supporting School Stability for Youth in Foster Care**
- **Understanding Double Up Webinar**

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 – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$11,685.00	General and Title III Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – April 15, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elementary Teachers – TBD Principals	Culturally Sustaining Pedagogy: Creating the Conditions for English Learners to Thrive	Online	April 29, 2021 May 24, 2021	Up to $1,700.00 -Teacher compensation-	Title III Fund
Veronica Medina	Identification of McKinney-Vento Students Training	Online	May 18, 2021	$0	No Cost
Veronica Aguayo, Rodrigo Amezquita, Nirvana Bustos, Rafael Estrada, Adriana Garcia, Maida Gonzales, Marisela Gonzalez	Improving Chronic Absence Network Cohort 2	Online	April 20, 2021	$0	No Cost
Middle School Teachers - TBD	Integrated and Designated ELD Institute for Secondary Teachers	Online	April 22, 2021 May 12, 2021	Up to $6,500.00 -Teacher compensation-	Title III Fund
Veronica Medina	Joint Homeless & Foster Care Liaison Meeting	Online	May 11, 2021	$0	No Cost
Marilyn Adrianzen, Cynthia Gonzalez	LCAP Annual Update	Online	April 22, 2021	$0	No Cost
Humberto Gurmilan (Board) Gina Potter Marilyn Adrianzen Amber Elliott Daniel Chavez Yolanda Olszewski Jennifer Cuestas Guillermina Sandez Tina Zavala + TBD	May Revision Workshop	Online	May 20, 2021	$2,300.00	General Fund
Daniel Chavez	Payroll Essentials Program	Online	May 17-20, 2021	$1,185.00	General Fund

Veronica Medina	Supporting School Stability for Youth in Foster Care	Online	April 15, 2021	$0	No Cost
Veronica Medina	Understanding Double Up Webinar	Online	May 13, 2021	$0	No Cost

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #9 (March 2, 2021 through April 2, 2021): ▪ General Fund: 0000007035, 0000007037-0000007046, 0000007049-0000007082, 0000007084, 0000007086-0000007094, 0000007096-0000007115, 0000007117-0000007118 ▪ Child Development Fund: 0000007047, 0000007079, 0000007095, 0000007116 ▪ Child Nutrition Fund: 0000007036, 0000007048.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period March 2, 2021 through April 2, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$282,819.25
(Amount)

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PURCHASE ORDER REPORT (03/02/21 -04/02/21

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/2/2021	0000007035	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 3,274.88
3/2/2021	0000007037	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	0100	8150000	5600005	070	$ 27,701.04
3/2/2021	0000007038	003993	IMAGINE LEARNING INC	CONTRACTED SERVICES	0100	3010000	5800006	016	$ 15,000.00
3/2/2021	0000007039	004218	ALICIA MARISCAL	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 900.00
3/2/2021	0000007040	0000000773	RAUL'S AUTO BODY & PAINT	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,097.97
3/2/2021	0000007041	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	024	$ 624.37
3/2/2021	0000007042	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	3210000	4300000	010	$ 6,463.38
3/2/2021	0000007043	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 633.94
3/3/2021	0000007044	002990	ULINE	MAINTENANCE EQUIPMENT	0100	0000000	4400000	069	$ 1,179.86
3/3/2021	0000007045	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 4,564.70
3/4/2021	0000007046	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	016	$ 5,940.00
3/9/2021	0000007049	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,738.43
3/9/2021	0000007050	004678	AMAZON.COM, INC.	TECHNOLOGY MATERIAL	0100	3210000	4300000	010	$ 3,231.69
3/9/2021	0000007051	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	025	$ 484.34
3/10/2021	0000007052	0000000776	PACWEST AIR FILTER LLC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 14,373.92
3/11/2021	0000007053	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 353.76
3/11/2021	0000007054	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 7,866.63
3/11/2021	0000007055	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 9,549.17
3/11/2021	0000007056	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	3220000	4400000	022	$ 625.29
3/12/2021	0000007057	0000000488	DOLLARDAYS INTERNATIONAL, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	080	$ 542.05
3/12/2021	0000007058	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 97.98
3/12/2021	0000007059	0000000777	BATTERY JUNCTION	OFFICE SUPPLIES	0100	0000000	4300011	018	$ 268.60
3/12/2021	0000007060	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 1,278.65
3/12/2021	0000007061	003985	PTM DOCUMENT SYSTEMS	INSTRUCTIONAL MATERIAL	0100	0000000	4300011	025	$ 215.50
3/12/2021	0000007062	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010000	4300001	025	$ 525.00
3/12/2021	0000007063	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	$ 900.00
3/12/2021	0000007064	004543	SCHOOL OUTFITTERS	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	024	$ 83.36
3/15/2021	0000007065	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 426.76
3/15/2021	0000007066	001178	SAN DIEGO COUNTY	PUBLICATION SUPPLIES	0100	0000000	4300011	073	$ 1,691.68
3/15/2021	0000007067	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 5,684.77
3/15/2021	0000007068	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4400000	050	$ 468.26
3/15/2021	0000007069	0000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCTIONAL SUPPLIES	0100	3220000	4300003	054	$ 983.00
3/15/2021	0000007070	000407	AREY JONES EDU. SOLUTIONS	OFFICE SUPPLIES	0100	0000000	4300011	050	$ 268.72
3/15/2021	0000007071	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0982000	4300060	074	$ 9.26
3/15/2021	0000007071	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 49.55
3/15/2021	0000007072	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	018	$ 202.06
3/15/2021	0000007073	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 586.16
3/15/2021	0000007074	004918	BrainPOP LLC	CONTRACTED SERVICES	0100	3010000	5800006	016	$ 3,250.00
3/15/2021	0000007075	0000000224	WESTERN PUMP INC.	TRANSPORTATION MATERIAL	0100	0982000	5600005	074	$ 777.00
3/15/2021	0000007076	0000000757	CORWIN	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	$ 172.13
3/15/2021	0000007077	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	016	$ 1,337.39

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/16/2021	0000007078	0000000720	LEARNING WITHOUT TEARS	REGISTRATION FEES	0100	3220000	5800010	024	$ 700.00
3/16/2021	0000007080	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 433.10
3/16/2021	0000007081	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	022	$ 30.00
3/16/2021	0000007082	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 3,524.38
3/16/2021	0000007084	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 3,800.00
3/16/2021	0000007086	001749	TURF STAR INC.	GROUNDS SUPPLIES	0100	8150000	4300014	068	$ 1,705.51
3/16/2021	0000007087	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 4,394.39
3/16/2021	0000007088	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 4,775.00
3/16/2021	0000007089	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 1,130.43
3/16/2021	0000007090	0000000594	PRC-SALTILLO	INSTRUCTIONAL EQUIPMENT	0100	6500200	4300001	054	$ 15,618.36
3/16/2021	0000007091	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3220000	4300003	054	$ 538.76
3/18/2021	0000007092	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 28,677.65
3/18/2021	0000007093	004544	TROPHY DEPOT, INC.	INSTRUCTIONAL INCENTIVES	0100	0000000	4300001	018	$ 1,353.34
3/18/2021	0000007094	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	062	$ 152.90
3/19/2021	0000007096	0000000187	STEVEN V. BERRY	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 4,696.83
3/19/2021	0000007097	001012	CDW GOVERNMENT LLC	TECHNOLOGY MATERIAL	0100	0000000	5800006	067	$ 4,635.90
3/19/2021	0000007098	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	061	$ 468.26
3/19/2021	0000007099	002187	APPLE INC	INSTRUCTIONAL MATERIAL	0100	3220000	4300000	054	$ 246.69
3/19/2021	0000007100	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	$ 1,552.86
3/19/2021	0000007101	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	024	$ 833.45
3/22/2021	0000007102	0000000664	JAZMINE GELFAND, ATTORNEY	LEGAL SERVICES	0100	3220000	5800155	054	$ 4,500.00
3/22/2021	0000007103	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	$ 8,814.50
3/22/2021	0000007104	0000000760	CAL PACIFIC TRUCK CENTER ,LLC		0100	0982000	5600005	074	$ 1,440.29
3/22/2021	0000007105	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 981.43
3/22/2021	0000007106	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 2,104.50
3/22/2021	0000007106	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	$ 4,743.50
3/22/2021	0000007106	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 212.00
3/22/2021	0000007107	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5600005	067	$ 26,534.18
3/22/2021	0000007108	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	016	$ 6,054.70
3/22/2021	0000007109	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 500.00
3/22/2021	0000007110	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 7,434.00
3/22/2021	0000007111	0000000714	LEAVING THE VILLAGE LLC	REGISTRATION FEES	0100	3010000	4300001	025	$ 190.00
3/22/2021	0000007112	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	3220000	4300001	016	$ 1,055.89
3/22/2021	0000007113	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	016	$ 1,055.57
3/22/2021	0000007114	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	$ 159.72
3/24/2021	0000007115	000356	GRAINGER	MAINTENANCE EQUIPMENT	0100	0000000	4400000	069	$ 550.75
4/2/2021	0000007117	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	062	$ 152.62
4/2/2021	0000007118	002153	HARBOR FREIGHT TOOLS	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	$ 330.51
								Total for 0100	**$ 272,503.22**

PURCHASE ORDER REPORT (03/02/21 -04/02/21

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/4/2021	0000007047	003507	DEPARTMENT OF SOCIAL SERVICES	LICENSING FEES	1200	6105000	5800006	076	$ 1,815.00
3/16/2021	0000007079	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 555.63
3/19/2021	0000007095	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 367.78
4/2/2021	0000007116	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	$ 3,002.62
							Total for 1200		**$ 5,741.03**
3/2/2021	0000007036	0000000774	FOOD HANDLER SOLUTIONS, LLC	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 1,575.00
3/8/2021	0000007048	0000000769	HUBERT COMPANY LLC	CAFETERIA SUPPLIES	1300	5310000	4300026	085	$ 3,000.00
							Total for 1300		**$ 4,575.00**
							Grand Total		**$ 282,819.25**

D SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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 March 2, 2021 through April 2, 2021 with checks #14-756367 through #14-764927 for a total expenditure of $1,053,711.88 from the following sources:

General Fund - $921,126.83
Child Development Fund- $1,815.00
Child Nutrition Fund- $130,770.05

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of March 2, 2021 through April 2, 2021 for a total expenditure of $1,053,711.88

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 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,053,711.88	Various (see above)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Report
3/2/2021-4/2/2021

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14756367	MRC SMART TECHNOLOGY SOLUTIONS	3/3/2021	$ 7,698.23	0100	MAINTENANCE AGREEMENT
14756368	HORIZON DISTRIBUTORS	3/3/2021	$ 533.69	0100	GROUNDS SUPPLIES
14756369	ACCO ENGINEERED SYSTEMS, INC.	3/3/2021	$ 1,769.88	0100	CONTRACTED SERVICES
14756370	WAXIE SANITARY SUPPLY	3/3/2021	$ 2,984.23	0100	CUSTODIAL SUPPLIES
14756371	LAKESHORE	3/3/2021	$ 200.49	0100	INSTRUCTIONAL SUPPLIES
14756373	REPUBLIC SERVICES	3/3/2021	$ 6,949.87	0100	UTILITIES
14756374	EWING IRRIGATION	3/3/2021	$ 2,373.27	0100	GROUNDS SUPPLIES
14756375	WILLIAM V. MAC GILL & CO.	3/3/2021	$ 966.27	0100	MEDICAL SUPPLIES
14756376	YMCA OF SAN DIEGO COUNTY	3/3/2021	$ 59,854.36	0100	PROFESSIONAL SERVICES
14756377	AT&T	3/3/2021	$ 9,504.58	0100	UTILITIES
14756378	THE COLLEGE BOARD	3/3/2021	$ 431.43	0100	INSTRUCTIONAL SUPPLIES
14757518	XEROX FINANCIAL SERVICES	3/8/2021	$ 9,274.25	0100	CONTRACTED SERVICES
14757519	PAUL H. BROOKES PUBLISHING CO. INC	3/8/2021	$ 621.44	0100	INSTRUCTIONAL SUPPLIES
14757520	PABLO J. SAINZ	3/8/2021	$ 185.00	0100	REIMBURSEMENT
14757521	PARKHOUSE TIRE INC	3/8/2021	$ 3,154.68	0100	CONTRACTED SERVICES
14757522	CAL PACIFIC TRUCK CENTER ,LLC	3/8/2021	$ 1,254.11	0100	CONTRACTED SERVICES
14757523	STUDIES WEEKLY, INC.	3/8/2021	$ 1,032.12	0100	INSTRUCTIONAL MATERIAL
14757525	LAKESHORE	3/8/2021	$ 530.11	0100	INSTRUCTIONAL SUPPLIES
14757526	DUNN-EDWARDS CORP.	3/8/2021	$ 513.13	0100	MAINTENANCE SUPPLIES
14757527	SCHOOL SERVICES OF CALIFORNIA	3/8/2021	$ 1,920.00	0100	REGISTRATION FEES
14757532	PITNEY BOWES	3/8/2021	$ 382.50	0100	CONTRACTED SERVICES
14757534	RENAISSANCE LEARNING INC.	3/8/2021	$ 5,940.00	0100	CONTRACTED SERVICES
14757536	ALPHA SMOG STATION	3/8/2021	$ 118.25	0100	CONTRACTED SERVICES
14757541	AUTO UPHOLSTERY MASTERS	3/8/2021	$ 7,967.00	0100	CONTRACTED SERVICES
14758673	IRODATA RECORDS MANAGEMENT, IN	3/11/2021	$ 130.92	0100	CONTRACTED SERVICES
14758674	MAXIM HEALTHCARE SERVICES, INC	3/11/2021	$ 16,380.00	0100	PROFESSIONAL SERVICES
14758675	AMBER ELLIOTT	3/11/2021	$ 26.35	0100	REIMBURSEMENT
14758676	AARDVARK ANT & PEST CONTROL INC.	3/11/2021	$ 500.00	0100	CONTRACTED SERVICES
14758677	ALLIANCE FOR AFRICAN ASSISTANCE	3/11/2021	$ 1,145.00	0100	PROFESSIONAL SERVICES
14758678	DECLUES, BURKETT & THOMPSON, APC	3/11/2021	$ 2,869.00	0100	LEGAL FEES
14758680	A & I REPROGRAPHICS	3/11/2021	$ 22,040.41	0100	COVID SIGNAGE
14758681	CAL PACIFIC TRUCK CENTER ,LLC	3/11/2021	$ 2,515.68	0100	CONTRACTED SERVICES
14758683	PARADIGM HEALTHCARE SERVICES	3/11/2021	$ 500.00	0100	PROFESSIONAL SERVICES

Expenditure Report
3/2/2021-4/2/2021

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14758684	GRAINGER	3/11/2021	$ 8,423.78	0100	COVID SUPPLIES
14758685	WESTERN PSYCHOLOGICAL SERVICES	3/11/2021	$ 352.23	0100	INSTRUCTIONAL MATERIAL
14758686	THE INSTITUTE FOR EFFECTIVE	3/11/2021	$ 8,366.76	0100	PROFESSIONAL SERVICES
14758687	OFFICE DEPOT	3/11/2021	$ 1,100.13	0100	INSTRUCTIONAL SUPPLIES
14758688	CDW GOVERNMENT LLC	3/11/2021	$ 885.01	0100	TECHNOLOGY SUPPLIES
14758689	WILLY'S ELECTRONIC SUPPLY CO.	3/11/2021	$ 292.37	0100	MAINTENANCE SUPPLIES
14758690	ASELTINE SCHOOL	3/11/2021	$ 4,344.36	0100	NON-PUBLIC SERVICES
14758691	IMPERIAL SPRINKLER SUPPLY	3/11/2021	$ 58.08	0100	GROUNDS SUPPLIES
14758692	CALIFORNIA ELECTRIC SUPPLY	3/11/2021	$ 406.94	0100	MAINTENANCE SUPPLIES
14758693	CORTES TOWING	3/11/2021	$ 85.00	0100	CONTRACTED SERVICES
14758694	VALLEY INDUSTRIAL SPECIALTIES	3/11/2021	$ 104.72	0100	MAINTENANCE SUPPLIES
14758695	SOUTHWEST SCHOOL & OFFICE	3/11/2021	$ 578.62	0100	INSTRUCTIONAL SUPPLIES
14758696	IMAGINE LEARNING INC	3/11/2021	$ 15,000.00	0100	CONTRACTED SERVICES
14758697	GALLAGHER BENEFIT SERVICES, INC	3/11/2021	$ 438.60	0100	PROFESSIONAL SERVICES
14758698	AMAZON.COM, INC.	3/11/2021	$ 8,547.25	0100	INSTRUCTIONAL MATERIAL
14758699	SPARKLETTS	3/11/2021	$ 42.30	0100	CONTRACTED SERVICES
14758700	FLYERS ENERGY	3/11/2021	$ 1,627.22	0100	CONTRACTED SERVICES
14759835	BMR HEALTH SERVICES, INC	3/15/2021	$ 33,406.96	0100	PROFESSIONAL SERVICES
14759836	ACCO ENGINEERED SYSTEMS, INC.	3/15/2021	$ 3,740.30	0100	CONTRACTED SERVICES
14759837	ANIXTER INC.	3/15/2021	$ 288.80	0100	MAINTENANCE SUPPLIES
14759838	WLC ARCHITECTS INC	3/15/2021	$ 7,500.00	0100	CONTRACTED SERVICES
14759839	OFFICE DEPOT	3/15/2021	$ 317.80	0100	OFFICE SUPPLIES
14759840	HOME DEPOT	3/15/2021	$ 6,137.60	0100	OFFICE EQUIPMENT
14759841	ABA EDUCATION FOUNDATION	3/15/2021	$ 3,237.00	0100	PROFESSIONAL SERVICES
14759842	XEROX CORPORATION	3/15/2021	$ 4,019.92	0100	MAINTENANCE AGREEMENT
14760897	CRYSTAL CLEAR GLASS & MIRROR	3/18/2021	$ 1,158.98	0100	MAINTENANCE SUPPLIES
14760898	ELMY FLORES	3/18/2021	$ 100.00	0100	REIMBURSEMENT
14760899	EBS - EDUATIONAL BASED SERVICES	3/18/2021	$ 24,320.00	0100	PROFESSIONAL SERVICES
14760900	CENTERING ON CHILDREN INC.	3/18/2021	$ 3,122.00	0100	INSTRUCTIONAL SUPPLIES
14760901	SALT SOFTWARE, LLC	3/18/2021	$ 3,331.76	0100	INSTRUCTIONAL MATERIAL
14760902	ACADEMIC SUPPLIER	3/18/2021	$ 1,250.59	0100	OFFICE SUPPLIES
14760903	KAPLAN EARLY LEARNING COMPANY	3/18/2021	$ 990.08	0100	INSTRUCTIONAL SUPPLIES
14760904	SAN DIEGO GAS & ELECTRIC	3/18/2021	$ 36,928.65	0100	UTILITIES

Expenditure Report
3/2/2021-4/2/2021

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14760905	SPRINT	3/18/2021	$ 5,576.85	0100	CONTRACTED SERVICES
14760906	SCHOOL SERVICES OF CALIFORNIA	3/18/2021	$ 350.00	0100	PROFESSIONAL SERVICES
14760907	OFFICE DEPOT	3/18/2021	$ 22,801.84	0100	COVID SUPPLIES
14760908	KONE INC	3/18/2021	$ 11,195.11	0100	MAINTENACE AGREEMENT
14760909	SAN DIEGO COUNTY	3/18/2021	$ 1,691.68	0100	PUBLICATION SUPPLIES
14760910	SMART & FINAL	3/18/2021	$ 453.59	0100	INSTRUCTIONAL MATERIAL
14760911	FEDEX	3/18/2021	$ 77.55	0100	POSTAGE
14760912	SOUTHWEST SCHOOL & OFFICE	3/18/2021	$ 3,820.17	0100	INSTRUCTIONAL SUPLIES
14760913	R&L PERFORMANCE AUTO SERVICE	3/18/2021	$ 1,103.39	0100	CONTRACTED SERVICES
14760914	SAN YSIDRO SCHOOL DISTRICT	3/18/2021	$ 2,950.16	0100	PCARD REPLENISH
14760915	OTAY MESA SALES INC.	3/18/2021	$ 1,524.67	0100	MAINTENANCE SUPPLIES
14760916	TIME AND ALARM SYSTEMS	3/18/2021	$ 4,394.39	0100	CONTRACTED SERVICES
14760917	SOUTH BAY COMMUNITY SERVICES	3/18/2021	$ 24,760.00	0100	PROFESSIONAL SERVICES
14760918	STOTZ EQUIPMENT	3/18/2021	$ 2,006.66	0100	GROUNDS SUPPLIES
14762953	P.I.P.S.	3/25/2021	$ 74,440.66	0100	PROFESSIONAL SERVICES
14762954	VECTOR USA	3/25/2021	$ 7,363.53	0100	PROFESSIONAL SERVICES
14762955	KEENAN & ASSOCIATES	3/25/2021	$ 397.16	0100	CONTRACTED SERVICES
14762956	XEROX FINANCIAL SERVICES	3/25/2021	$ 9,274.25	0100	CONTRACTED SERVICES
14762957	MAXIM HEALTHCARE SERVICES, INC	3/25/2021	$ 13,728.00	0100	PROFESSIONAL SERVICES
14762958	AGRI-TURF DISTRIBUTING, LLC	3/25/2021	$ 691.75	0100	GROUNDS SUPPLIES
14762959	DANNIS WOLIVER KELLEY	3/25/2021	$ 8,814.50	0100	LEGAL SERVICES
14762960	HORIZON DISTRIBUTORS	3/25/2021	$ 1,190.38	0100	GROUNDS SUPPLIES
14762961	ACCO ENGINEERED SYSTEMS, INC.	3/25/2021	$ 1,505.00	0100	CONTRACTED SERVICES
14762962	WALSH & ASSOCIATES, APC	3/25/2021	$ 38.00	0100	LEGAL FEES
14762963	LEAVING THE VILLAGE LLC	3/25/2021	$ 190.00	0100	REGISTRATION FEES
14762964	CORWIN	3/25/2021	$ 1,375.00	0100	PROFESSIONAL SERVICES
14762965	CAL PACIFIC TRUCK CENTER ,LLC	3/25/2021	$ 1,696.04	0100	CONTRACTED SERVICES
14762966	EMCOR SERVICES MESA ENERGY	3/25/2021	$ 35,078.56	0100	CONTRACTED SERVICES
14762967	RAUL'S AUTO BODY & PAINT	3/25/2021	$ 2,097.97	0100	CONTRACTED SERVICES
14762968	DEMCO INC.	3/25/2021	$ 780.07	0100	LIBRARY SUPPLIES
14762969	LAKESHORE	3/25/2021	$ 209.80	0100	INSTRUCTIONAL SUPPLIES
14762970	OFFICE DEPOT	3/25/2021	$ 1,896.71	0100	INSTRCTUIONAL SUPPLIES
14762971	CDW GOVERNMENT LLC	3/25/2021	$ 43,936.14	0100	TECHNOLOGY SUPPLIES

Expenditure Report
3/2/2021-4/2/2021

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14762972	WIRELESS PRO'S	3/25/2021	$ 142.47	0100	MAINTENANCE SUPPLIES
14762973	SAN DIEGO COUNTY	3/25/2021	$ 2,235.00	0100	REGISTRATION FEES
14762974	SCHOLASTIC READING CLUB	3/25/2021	$ 46.87	0100	INSTRUCTIONAL MATERIAL
14762975	EWING IRRIGATION	3/25/2021	$ 3,029.82	0100	GROUNDS SUPPLIES
14762976	TURF STAR INC.	3/25/2021	$ 1,705.51	0100	GROUNDS SUPPLIES
14762977	WILLY'S ELECTRONIC SUPPLY CO.	3/25/2021	$ 261.26	0100	MAINTENANCE SUPPLIES
14762978	NAPA AUTO AND TRUCK PARTS	3/25/2021	$ 98.14	0100	TRANSPORTATION SUPPLIES
14762979	YMCA OF SAN DIEGO COUNTY	3/25/2021	$ 134,104.83	0100	PROFESSIONAL SERVICES
14762980	ULINE	3/25/2021	$ 1,238.14	0100	MAINTENANCE EQUIPMENT
14762981	SAN DIEGO COUNTY SUPERINTENDEN	3/25/2021	$ 2,779.00	0100	REGISTRATION FEES
14762982	BEST BUY	3/25/2021	$ 2,182.98	0100	INSTRUCTOINAL MATERIAL
14762983	SAN YSIDRO SCHOOL DISTRICT	3/25/2021	$ 9,471.75	0100	RCF REPLENISH
14762984	TEAMTALK NETWORK	3/25/2021	$ 397.80	0100	CONTRACTED SERVICES
14762985	UNITED PLUMBING HEATING AIR	3/25/2021	$ 1,200.00	0100	CONTRACTED SERVICES
14762986	SCHOOL OUTFITTERS	3/25/2021	$ 23,529.94	0100	SCHOOL EQUIPMENT
14762987	AMAZON.COM, INC.	3/25/2021	$ 19,838.16	0100	OFFICE SUPPLIES
14762988	AUTO UPHOLSTERY MASTERS	3/25/2021	$ 3,580.00	0100	CONTRACTED SERVICES
14762989	SAN DIEGO CENTER FOR CHILDREN	3/25/2021	$ 4,348.36	0100	PROFESSIONAL SERVICES
14762990	TEACHER SYNERGY LLC	3/25/2021	$ 1,101.62	0100	INSTRUCTIONAL MATERIAL
14764170	WEX BANK	3/29/2021	$ 2,354.83	0100	CONTRACTED SERVICES
14764171	CITY TREASURER	3/29/2021	$ 5,938.06	0100	UTILITIES
14764172	AT&T	3/29/2021	$ 2,810.48	0100	UTILITIES
14764915	GNTECH ELECTRICAL ADVERTISING, IN	4/1/2021	$ 492.00	0100	CONTRACTED SERVICES
14764916	EBS - EDUATIONAL BASED SERVICES	4/1/2021	$ 19,456.00	0100	PROFESSIONAL SERVICES
14764917	AARDVARK ANT & PEST CONTROL INC.	4/1/2021	$ 891.00	0100	CONTRACTED SERVICES
14764918	ALLIANCE FOR AFRICAN ASSISTANCE	4/1/2021	$ 9,789.21	0100	PROFESSIONAL SERVICES
14764919	SCHOLASTIC , INC	4/1/2021	$ 6,054.70	0100	INSTRUCTIONAL MATERIAL
14764920	SCHOOL SERVICES OF CALIFORNIA	4/1/2021	$ 100.00	0100	PROFESSIONAL SERVICES
14764921	OFFICE DEPOT	4/1/2021	$ 2,771.33	0100	INSTRUCTIONAL SUPPLIES
14764922	SAN DIEGO COUNTY	4/1/2021	$ 840.00	0100	REGISTRATION FEES
14764923	JOHNSON CONTROLS	4/1/2021	$ 4,375.00	0100	CONTRACTED SERVICES
14764924	NAPA AUTO AND TRUCK PARTS	4/1/2021	$ 49.84	0100	GROUNDS SUPPLIES
14764925	SOUTHWEST SCHOOL & OFFICE	4/1/2021	$ 6,571.57	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
3/2/2021-4/2/2021

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14764926	BEST BEST & KRIEGER LLP	4/1/2021	$ 7,060.00	0100	LEGAL FEES
14764927	SPARKLETTS	4/1/2021	$ 101.52	0100	CONTRACTED SERVICES
Total Fund 01			**$ 921,126.83**		
14757537	DEPARTMENT OF SOCIAL SERVICES	3/8/2021	$ 1,815.00	1200	LICENSING FEES
Total Fund 12			**$ 1,815.00**		
14756372	OFFICE DEPOT	3/3/2021	$ 372.85	1300	OFFICE SUPPLIES
14757517	GOLD STAR FOODS	3/8/2021	$ 49,764.52	1300	CAFETERIA FOOD
14757524	FOOD HANDLER SOLUTIONS, LLC	3/8/2021	$ 1,575.00	1300	CONTRACTED SERVICES
14757528	HOLLANDIA DAIRY INC.	3/8/2021	$ 32,814.30	1300	CAFETERIA FOOD
14757529	P&R PAPER SUPPLY COMPANY, INC.	3/8/2021	$ 1,867.33	1300	CAFETERIA PAPER GOODS
14757530	OFFICE DEPOT	3/8/2021	$ 135.83	1300	OFFICE SUPPLIES
14757531	COUNTY OF SAN DIEGO	3/8/2021	$ 404.00	1300	CONTRACTED SERVICES
14757533	LLOYD PEST CONTROL CO.	3/8/2021	$ 198.00	1300	CONTRACTED SERVICES
14757535	CALIFORNIA DEPARTMENT OF	3/8/2021	$ 1,061.95	1300	CONTRACTED SERVICES
14757538	ACE COOLING & FREEZING	3/8/2021	$ 1,073.61	1300	CONTRACTED SERVICES
14757539	AMERICAN PRODUCE DISTRIBUTORS	3/8/2021	$ 37,116.55	1300	CAFETERIA FOOD
14757540	GALASSO'S BAKERY	3/8/2021	$ 1,287.19	1300	CAFETERIA FOODS
14758679	JOHNSON CONTROLS	3/11/2021	$ 2,228.16	1300	CONTRACTED SERVICES
14758682	HUBERT COMPANY LLC	3/11/2021	$ 870.76	1300	CAFETERIA SUPPLIES
Total Fund 13			**$ 130,770.05**		
Grand total			1,053,711.88		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $26,320.35 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $26,320.35	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

BOARD MEETING: April 15, 2021		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Martin Furniture	La Mirada	NA	$6,420.00	60 desks for student home use
Park Haven Apartments	Willow	$19,900.35	NA	Chromebooks -student recognition

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2020-21

BACKGROUND INFORMATION:
Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from January 1, 2021 to March 31, 2021, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:
Accept the Report of William's Settlement related complaints for the third quarter from January 1, 2021 to March 31, 2021 of the 2020-21 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: 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? ☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT AND PEST CONTROL – ADDENDUM NO. 4

BACKGROUND INFORMATION:
The Governing Board approved the agreement with AARDVARK Ant and Pest Control to iradicate pest situations at some of our schools sites.

Amendment No. 4:
- Increase the number of bait stations from 24 to 54 at the San Ysidro Middle School.

RECOMMENDATION:
Approve/Ratify Addendum No. 4 to the agreement with Aardvark Ant & Pest Control for pest control service at San Ysidro Middle School at an estimated cost of $3,000.00 from Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ESTIMATE	
$3,000.00	Routine Restricted Maintenance Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: 3-22-2021

AMENDMENT NO. 4

Billing Name SAN YSIDRO SCHOOL DIST
Address 4350 OTAY MESA ROAD
City SAN YSIDRO State CA
Zip Code 92173 Phone

Service Name SAN YSIDRO MIDDLE SCHOOL
Address 4345 OTAY MESA ROAD
City SAN YSIDRO State CA
Zip Code 92173 Phone
Fax

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☐ Fleas ☑ Mice
☐ Spiders ☐ Bees ☑ Rats ☐ Gophers
☐ Other

STRUCTURE TYPE:

☐ Res. ☑ Comm. ☐ Apt. Units
☐ Condo. Units

☐ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / Qtr. ☐ Interior Service upon request

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☐ Contrac Blox - Bromadiolone
☐ Archer - Pyridine
☐ Talstar/Wisdom Granular - Bifenthrin
☐ Maxforce Ant Killer Bait Gel - Fipronil
☐ Wasp Freeze - Phenothrin & D-Trans Allethrin
☐ Martins Gopher Getter - Strychnine Alkaloid
☑ Other FASTRAC-BROMETHALIN
☐ P.I. - Pyrethrins
☐ Maxforce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge $ 750.00
Monthly Charge $
Every Other Month $
Quarterly Service $
Discount $
Total $

Map Code 1350-G3

Comments INSTALL 30 MORE RAT BAIT STATIONS - $750.00

MAINTENANCE:
2X A MONTH FOR TWO MONTHS - $340 PER MONTH. ($532 FOR 54 RBS)
SWITCH BACK TO MONTHLY PROGRAM $240.00 PER MONTH. ($432 FOR 54 RBS).

"State law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the clotting ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch1 applications, the notice presdcribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS.

I have read, understand and hereby agree to all terms and conditions of this agreement.

OPR 12925
QAL 135285

Aardvark Ant & Pest Control Inc.

Within "Skip" Dodge

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CODESP FOR 2021-2022 WITH CODESP WEBSITE SERVICES

BACKGROUND INFORMATION:
The District would like to continue the subscription to the CODESP website services for 2021-2022. The District is able to create and access questions for interviews and test materials.

RECOMMENDATION:
Approve the Member Service Agreement and the Agency Security Agreement with the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) to cooperatively develop selection procedures which comply with state and federal requirements to include interview and test materials for the 2021-22 subscription at an estimated annual cost of $2,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	--

Annual Estimate	
$2,300.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge, and agree to the following service agreement terms.

Terms:
All terms of this agreement shall prevail over any terms and conditions to the contrary outlined in purchase orders or any other agreements or documentation provided by the agency named below in order to obtain services from CODESP unless explicitly agreed to in writing by an authorized agent of CODESP.

Services Provided:
CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

Payment for Services:
A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

Service Options:
- ***Full Year:*** A full year payment is for services from July 1 through June 30 in the same fiscal year.
- ***Less Than Full Year:*** A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
    - **Pay the full year rate for the current fiscal year with no additional commitment.**
    - **Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.**
        - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
        - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an

agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

CODESP reserves the right to refuse future service, or to restrict services provided or service options (as indicated above), for any member that violates, or has previously violated, this or any other CODESP agreement.

Refunds:
Refunds for membership fees will not be made.

Continuation of Services:
To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

Test Material Requests:
Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

New Test Material Development:
CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under **Join CODESP / Frequently Asked Questions**.

The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they are not readily available to CODESP.
- At least 15 business days for development, review, and edits of new test materials. The 15-day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate. For example, multiple-choice tests for senior management or highly technical positions like engineer.

Use of Test Materials:

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Test materials are intended to be used in-person in proctored settings only. The use of any test materials in any non-proctored or remote (proctored or non-proctored) setting is strictly prohibited unless otherwise approved by CODESP administration. This restriction does not apply to materials specifically designated for remote or non-proctored use.

Retention of Test Materials:

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.

Legal Acknowledgements:

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP unless such liability, loss, expense, or claims is due to CODESP's sole negligence.

CODESP agrees to defend, indemnify, and hold harmless the agency named below, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising solely out of negligent activities of CODESP or those of any of its officers, employees, and agents, whether such act or omission is authorized by this Agreement or not. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence of the Agency or any of its board members, officers, employees, and/or agents.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as “content” or “materials,” as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license shall be in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP’s copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP’s intellectual property rights that the agency will pay for CODSEP’s attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

- ○ **I agree with the terms and conditions as stated in this document.**
- ○ **I do not agree with the terms and conditions and choose not to become a member at this time.**

Agency: _____

Signature of Authorized Agency Representative: _____ Date: _____

Printed Name: _____ Title: _____

Signature of HR Administrator (if different from above): _____ Date: _____

Printed Name: _____ Title: _____

Please agree, complete, sign and e-mail a scanned copy to **codesp@codesp.com.** If you are unable to send a scanned copy via e-mail, please fax a signed copy to: 714-374-8225

CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the _____ hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.

b. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data and that consent has been shared with CODESP administration.

c. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the

responsibility of the Agency.

d. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.

e. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments by an Agency employee to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted. Any test materials entered into any third-party software must be removed immediately upon termination of the Agency's business relationship with the third-party.

f. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited. Employees of third-party vendors serving solely as test proctors for remotely proctored test administrations approved by CODESP in accordance with section E above are exempt from signing the CODESP User Security Agreement.

g. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.

h. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.

i. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable

federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

j. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Agency violating test security, intentionally or otherwise, will be denied further test materials and will have access to current materials revoked until the security violation has been resolved to the satisfaction of CODESP administration. The signers of this agreement are authorized to execute this agreement on behalf of the parties.

k. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.

l. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Agency, an authorized agent of the Agency shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

Print Name:_____ Title:_____

Signature: _____ Date:_____

Human Resources Administrator (if different from above):

Print Name:_____ Title:_____

Signature: _____ Date:_____

2021 – 2022 CODESP MEMBER FEE STRUCTURE

Members include public educational agencies – colleges, county offices of education, school districts, charter schools and ROPs, etc.

Current Fiscal Year: July 1, 2021 through June 30, 2022
Prorated: Prorated amount for any time after August 1, 2021 through June 30, 2022 *with an obligation for full-year membership for the following full fiscal year (July 1, 2022-June 30, 2023)**

SCHOOL DISTRICT**/COUNTY OFFICE OF EDUCATION/COMMUNITY COLLEGE DISTRICTS*** FEE SCHEDULE

Number of Budgeted Classified FTEs (Full-Time Equivalent Positions)	Annual Fee	Prorated Fee^
200 or less	$2,200	$183.33/month
201 – 400	$2,300	$191.67/month
401 – 600	$2,400	$200.00/month
601 – 800	$2,500	$208.33/month
801 – 1,000	$2,600	$216.67/month
1,001 – 2,000	$2,800	$233.33/month
2,001 – 3,000	$3,000	$250.00/month
3,001 or more	$3,200	$266.67/month

**Based on ADA of 1,000 or more
***Based on a centralized college district HR department

SMALL SCHOOL DISTRICT (FEWER THAN 1,000 ADA) FEE SCHEDULE

County Office of Education Status	Annual Fee – No Prorated Option
County Office of Education **is** a CODESP member	$0
County Office of Education **is NOT** a CODESP member	$1,100

CHARTER SCHOOL / ROP FEE SCHEDULE

Annual Fee	Prorated Fee^
$2,200	$183.33/month

NON-PUBLIC SCHOOL FEE SCHEDULE

Annual Fee	Prorated Fee^
$1,100	$91.67/month

AFTERSCHOOL-HEAD START PROVIDERS – SCHOOL DISTRICT PAID OPTION

AFTERSCHOOL-HEAD START PROVIDERS PAYING THEIR OWN FEES – PLEASE REFER TO SEPARATE AFTERSCHOOL-HEAD START PROVIDERS FEE SCHEDULE

Number of Sites	Annual Fee
Fewer than 15	$700
Between 15 – 25	$1,100
Over 25	$2,200

Afterschool or Head Start Providers that conduct their own testing and pay their own fees have a fee schedule posted on our website under **Join CODESP / Afterschool-Head Start Providers**. If a member district pays for the afterschool provider's fees, please refer to the schedule above. This fee is in addition to the district's membership fee.

Afterschool/Head Start providers will have no access to the test materials and the secure areas of the CODESP website. The member district will take all responsibility for testing. Only **three requests** can be made for the afterschool provider per year. A letter signed by the HR Administrator is required to acknowledge that the afterschool provider testing will be conducted at the member district.

PAYPAL PAYMENT OPTION: Customers have the option to pay with a credit card through PayPal. Payments through PayPal will be subject to an additional 3% service fee.

^Prorated fee is based on a prorated annual fee. This fee will be 1/12th of the annual fee for each month remaining in the current fiscal year (July – June) and must be paid in full at the time an agency becomes a member.

***Fees are adopted each fiscal year by the CODESP Board of Directors and may differ from the fees in the current fiscal year**

The final selection of test materials is the customer's responsibility.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 15, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SERVICES CONSULTANTS

BACKGROUND INFORMATION:
This service is being performed for mold remediation and mold remediation oversight at the La Mirada School due to a flooding incident in building 300. Ninyo & Moore is an experience company that will be conducting and overseeing the Project No. 109137001 to completion.

This agreement is to perform a Microbial Investigation in Building 300 (subject building) of the La Mirada Elementary School, located at 222 Avenida de la Madrid in San Diego, California (subject site). It is our understanding that potential microbial growth has occurred in the subject building, caused by a faulty air conditioning unit.

RECOMMENDATION:
Approve/Ratify the agreement with Ninyo & Moore Geotechnical and Environmental Services Consultants to perform a Microbial Investigation at La Mirada School at cost of $3,065.00 from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,065.00	Routine Restricted Maintenance Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of October 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore Geotechnical & Environmental Consultants	858.576.1000
Company/Consultant	Telephone Number
5710 Ruffin Road | San Diego, California 92123	www.ninyoandmoore.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: October 1, 2020 To: December 31, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

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

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives** _____
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**Ninyo & Moore**
Name:	C. Wood Hays
Title:	Principal Environmental Manager
Address:	5710 Ruffin Road
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 576-1000
Email:	whays@ninyoandmoore.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Paulo Azevedo,
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3065
Email:	marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
Ninyo & Moore	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number:	Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*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.

_____(*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).

_____(*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).

_____(*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.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) 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.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Project No. 109137001

Ms. Patricia Caro and Mr. Paulo Azevedo
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Microbial Investigation
La Mirada Elementary, Building 300
222 Avenida de la Madrid
San Diego, California 92173

Dear Ms. Caro and Mr. Azevedo:

In accordance with your request, we are pleased to submit this proposal to perform a Microbial Investigation in Building 300 (subject building) of the La Mirada Elementary School, located at 222 Avenida de la Madrid in San Diego, California (subject site). It is our understanding that potential microbial growth has occurred in the subject building, caused by a faulty air conditioning unit.

SCOPE OF SERVICES

Our scope of our proposed services include the following:

- Survey and inspect the subject building in order to identify potentially affected areas, homogeneous areas, suspect materials, and suspect surfaces.
- Conduct air sampling to evaluate total airborne spores present in the subject building. A Certified Industrial Hygienist (CIH) will perform the inspection and air sampling. Sample analysis will be performed by an independent, sub-contracted laboratory with appropriate certifications.
- Prepare a summary of findings presenting the data and summarizing the conclusions and recommendations regarding the subject building.

ASSUMPTIONS AND UNDERSTANDINGS

The following conditions will apply to the performance of the scope of services described herein:

- Site access will be coordinated by San Ysidro School District, who will also notify building occupants in advance of our intent to visit the site, as required.
- The subject building is currently unoccupied.
- The site is accessible, there are no physical restrictions to implement the proposed scope of services, and work will be conducted during normal business hours, Monday through Friday.
- Field work will be performed within one working day.

- The work will be conducted by Ninyo & Moore expressly and solely for San Ysidro School District, and their assigns. The evaluations, findings, conclusions, and recommendations contained in the summary of findings will represent Ninyo & Moore's professional judgment and opinion. The summary of findings will be based solely on the information gained from observation and analytical results. In the event that any conditions differing from or additional to those described in the report are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the assessments and conclusions given in our report.

- Our compensation for remediation specification preparation, oversight consulting services, and/or additional support services beyond the scope of this proposal, if necessary, will be determined at a later time.

FEE AND SCHEDULE

Our estimated fee for the proposed scope of services is $3,065.00 (Three Thousand Sixty-Five Dollars), which will accounted for on a time-and-materials basis. This fee is based on the proposed scope of services presented above and our understanding of the existing conditions at the subject site.

If the terms and conditions of this proposal meet your approval, please forward an appropriate work authorization to initiate project activities. We anticipate being able to schedule field activities within a week of receipt of authorization.

We appreciate the opportunity to submit our proposal for the proposed services.

Respectfully submitted,
NINYO & MOORE

Nicholas Marinello
Project Environmental Scientist

Stephen J. Waide, CIH, CSP
Principal Environmental Scientist

C. Wood Hays
Principal Environmental Manager

NSM/SJW/CWH/

Attachment: Table 1 – Breakdown of Fee

Distribution: (1) Addressees (via email)
(2) Ms. Blanca Vega, San Ysidro School District (via email)

Table 1 - Breakdown of Fee						
Project Coordination						
Certified Industrial Hygienist	2 hours	@	$ 178.00	/hour	$	356.00
Project Manager	1 hour	@	$ 156.00	/hour	$	156.00
			Subtotal		**$**	**512.00**
Field Work - Initial Field Inspection, 10/14/2020						
Certified Industrial Hygienist	4.5 hours	@	$ 178.00	/hour	$	801.00
Microbial Spore Trap Analysis (Next-Day Rush)	5 samples	@	$ 30.00	/sample	$	150.00
10% Lab Mark-Up					$	15.00
			Subtotal		**$**	**966.00**
Report Preparation						
Certified Industrial Hygienist	5 hours	@	$ 178.00	/hour	$	890.00
Project Manager	4 hours	@	$ 156.00	/hour	$	624.00
Data Processor	1 hour	@	$ 73.00	/hour	$	73.00
			Subtotal		**$**	**1,587.00**
TOTAL ESTIMATED FEE					**$**	**3,065.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ADDENDUM NO. 1 TO THE STANLEY CONVERGENT SECURITY SOLUTIONS INC. AGREEMENT

BACKGROUND INFORMATION:
Stanley Convergent Security Solutions, Inc. has been providing services to all of our district sites for the past several years. Their services include the installation, repairs, and monitoring of the security systems.

On March 11, 2021, the Governing Board approved the agreements with Stanley to add a 5-year Schedule of Service and Protection (Equipment and Services) for Temp Probes installation and monitoring at all of the schools cafeteria refrigerator areas.

It was brought to our attention that the installations for La Mirada (Q-230989) and Smythe (Q-230992) will have new panels and will communicate through IP and Cell Back Up. This addendum is to add the proper codes for the Cell Back Up at no cost to the District.

RECOMMENDATION:
Approve/Ratify Addendum No. 1 to the 5-year Equipment and Service Agreement with Stanley Convergent Security Solutions, Inc. for Cell Back Up at La Mirada and Smythe Elementary Schools at no additional 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 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Schedule of Service and Protection

ADDENDUM NO. 1

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 2ND DAY OF APRIL, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173-1508. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL.THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: La Mirada - RADIO RCODE ONLY
Quote: Q-230989
Quote Date: April 2, 2021
Investment Type: Direct Sale

System Information

System Type: Intrusion - Traditional
Primary System:
Secondary Systems:

Customer to Provide

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	BCKUP COMM FLXIBS FLEXIP MED 25MB CELL D	BACKUP COMMUNICATION FOR SONITROL FLEXIBASE AND FLEXIP ONLY, MEDIUM ACTIVITY - 25MB CELLULAR DATA PLAN FOR IBR600

Equipment Notes

Theory of Operation

THIS PROJECT IS TO PROGRAM THE SONITROL TEMP PROBE MONITORING WITH CELL BACK UP

THE PANEL WILL COMMUNICATE WITH IP AND CELL BACK UP

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 3% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$0.00USD*
Payment Frequency:	*Monthly*

STANLEY Convergent Security Solutions, Inc.

Customer: LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks
Security Representative

Customer (Sign)

Security Consultant
Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

ADDENDUM NO. 1

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 2ND DAY OF APRIL, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173-1518. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL.THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SMYTHE RADIO RCODE ONLY
Quote: Q-230992
Quote Date: April 2, 2021
Investment Type: Direct Sale

System Information

System Type: Intrusion - Traditional
Primary System:
Secondary Systems:

Customer to Provide

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	BCKUP COMM FLXIBS FLEXIP MED 25MB CELL D	BACKUP COMMUNICATION FOR SONITROL FLEXIBASE AND FLEXIP ONLY, MEDIUM ACTIVITY - 25MB CELLULAR DATA PLAN FOR IBR600

Equipment Notes

Theory of Operation

THIS PROJECT IS TO PROGRAM THE SONITROL TEMP PROBE MONITORING WITH CELL BACK UP

THE PANEL WILL COMMUNICATE WITH IP AND CELL BACK UP

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(Advanced Service Options)

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Investment Type: Direct Sale

Pricing and Deposit Terms

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Warranty Duration:
Escalation Information: 3% after 12 Months

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Prices do not include taxes

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$0.00USD*
Payment Frequency:	*Monthly*

STANLEY Convergent Security Solutions, Inc.

Customer: SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks
Security Representative

Customer (Sign)

Security Consultant
Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE FULL TEACHEREASE SOFTWARE PROGRAM FOR THE 2021-22 SCHOOL YEAR

BACKGROUND INFORMATION:

The TeacherEase program helps implement Standards-based learning and differentiated instruction in the classroom. For many teachers and organizations, Standards-based education is a big change and requires great effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier. TeacherEase also helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. Finally, this program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance.

This membership was upgraded to the Full TeacherEase Online Program since last school year to include Google Classroom integration, which has facilitated the instruction and parent communication through the distance learning program.

Cost implications include access for teachers and administrators from our Middle Schools as follows:

School	*Teachers*	*Administrators*	*Total Cost*
San Ysidro Middle	35	4	$4,079.50
Vista Del Mar Middle	21	5	$2,987.10
		Total:	*$7,066.60*

RECOMMENDATION:

Approve the purchase agreement with Common Goal System, Inc. for the Full TeacherEase Software Program to serve as a parent communication portal for San Ysidro Middle and Vista Del Mar Middle Schools during 2021-22 at the total cost of $7,066.60 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.
Goal 2: Parent Engagement ~ Action 3.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$7,066.60	Supplemental and Concentration Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4015

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	35	$108.10	$3,783.50
2	Admins	4	$74.00	$296.00
			Total:	**$4,079.50**

Period

Start Date:	7/1/2021
End Date:	6/30/2022

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: San Ysidro School District
Title: Director of Student Services
Email: cynthia.gonzalez@sysdschools.org
Signature:

Date:

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

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P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4014

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd.
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	21	$123.55	$2,594.55
2	Admins	5	$78.51	$392.55
			Total:	**$2,987.10**

Period

Start Date: 7/1/2021
End Date: 6/30/2022

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Irene Herrera-Cevallos
Title: Principal
Email: irene.herrera-cevallos@sysdschools.org
Signature:

Date:

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

COMMON GOAL SYSTEMS INC

Common Goal Systems Terms of Service (version 3/2021)

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the Subscription Order Form. The Subscription Order Form and Common Goal Systems Terms of Service (version 3/2021), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through it's partner, WePay, as a third party, in which all parties are subject to its Privacy Policy and Terms of Service. In the event the School fails so to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. The School owns this data and CGS interacts with it as an agent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior written consent of the School, or as required by law. CGS will not serve advertising to its users.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children’s personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Services to Schools: CGS, through one or more products, provides enterprise data management software to schools and school districts. As part of these services, the school provides certain data covered under the Illinois Student Online Personal Protection Act (SOPPA). These data may include, but are not limited to, student demographic information, education records, discipline records, and other personally identifiable information.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

In the unlikely event of a security breach into the Services, CGS, at its own expense, will undertake an investigation of the incident, make best efforts to remedy any security flaws that allowed unauthorized access, notify affected parties as required by law, and provide a summary report at the conclusion of the investigation. In the case of breach, the School may also incur expenses, which will be the sole responsibility of the School. CGS encourages the School to purchase insurance to cover any expenses from a breach.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services, security breach, and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the Services for an additional calendar year under the existing terms of the Agreement.

Deletion of Data: Should the School choose not to extend the Agreement, they can request deletion of their data from the Service, which will be performed within 90 days. Their data will also exist in backups (referenced in “Data Integrity” above) commingled with all other CGS customers’ data. Backups are primarily stored offline, but may be restored onto internal servers (not accessible from the Internet) from time to time. Due to the backups technical nature, it is not feasible to remove a single School’s data from the backups. As a consequence, the School’s data will exist in CGS backups until the backups are destroyed, typically after 7 years.

SOPPA Agreement Publishing: For Illinois public school districts, if the School maintains a website, they must publish the Common Goal Systems Terms of Service (version 3/2021) on their website. If not, a copy must be available for inspection by the general public at its administrative offices.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH "RESEARCHERS" FOR THE EVALUATION OF THE NETWORK FOR SCHOOL IMPROVEMENT INITIATIVE

BACKGROUND INFORMATION:
Our Middle Schools were Board approved on February 11, 2021 to participate in a grant from the Bill & Melinda Gates Foundation to participate in the Network for School Improvement ("NSI Initiative") via the CARE Network as part of its participation in the NSI Initiative, our District needs to participate in the evaluation of the Foundation's NSI Initiative (the "NSI Evaluation").

The purpose of this MOU is to describe the NSI Evaluation design and the nature of the collaborative efforts between and among the Parties, and to specify the roles and responsibilities of Researchers and the District to carry out the NSI Evaluation funded by the Foundation, including the collection, and sharing of data.

Each Researcher (Mathematica Inc., RAND Corporation and American Institutes for Research) has entered into its own separate Master Service Agreement and/or Work Order with the Foundation to design and conduct the NSI Evaluation of the NSI Initiative. In addition, Researcher Mathematica has entered into an agreement with Education Analytics Inc., a not-for-profit organization, for the collection of deidentified student administrative data for the NSI Evaluation.

The term of this agreement will start on April 16, 2021 and will continue for a period of 5 years or until the last of the Researchers has completed its obligations under the NSI Evaluation whichever happens first.

RECOMMENDATION:
Approve the Memorandum of Understanding between "Researchers" (Mathematica Inc., RAND Corporation and American Institutes for Research) for the evaluation of the Network for School Improvement Initiative from April 2021 to June 2025.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – All students, including English Learners, will improve annually in all content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

N/A	Bill & Melinda Gates Foundation
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING
Between
RESEARCHERS
And
San Ysidro School District

This Memorandum of Understanding ("MOU"), effective on the date of execution by the last signing Party (the "Effective Date"), is made and entered into by and between **Mathematica Inc.** ("Mathematica"), **RAND Corporation** ("RAND"), and **American Institutes for Research** ("AIR")(collectively "**Researchers**"), and **San Ysidro School District** ("**District**") (each a "Party" and collectively, the "Parties").

1. **Background, Study Design, and Legal Authority**

1.1 Schools in the District are participating in a grant from the Bill & Melinda Gates Foundation ("Foundation") to implement a Network for School Improvement ("NSI Initiative", as described in section 1.5 below) led by High Tech High ("Intermediary"). As part of its participation in the NSI Initiative, District is participating in an evaluation of the Foundation's NSI Initiative (the "NSI Evaluation").

1.2 Each Researcher has entered into its own separate Master Service Agreement and/or Work Order with the Foundation ("Foundation Agreement(s)") to design and conduct the NSI Evaluation of the NSI Initiative. In addition, Researcher Mathematica has entered into an agreement with Education Analytics Inc., a not for profit organization, for the collection of deidentified student administrative data for the NSI Evaluation.

1.3 The NSI Evaluation constitutes a legitimate educational interest under 34 CFR 99.31(a) for the collection, use and sharing of the data described herein by District and Researchers.

1.4 The purpose of this MOU is to describe the NSI Evaluation design and the nature of the collaborative efforts between and among the Parties, and to specify the roles and responsibilities of Researchers and the District to carry out the NSI Evaluation funded by the Foundation, including the collection and sharing of data as more particularly described in Appendix "A" hereto, "NSI Implementation Data", and Appendix "B" hereto, "NSI Effect Data." Taken together, these data are referred to as "NSI Evaluation Data."

1.5 The Foundation's NSI Initiative supports groups of schools in using continuous improvement to identify and solve common challenges in ensuring students are on-track for high school graduation and postsecondary success. The NSI Initiative's goal is to empower school leaders and educators to find solutions that best fit the needs of their local communities. By building their capacity to solve problems and adapt their practices based on evidence and data, educators can identify, implement, and refine innovative solutions. Districts' school teams are connected to one another in a network to share what they are learning in ways that will help more students learn.

1.6 The NSI grant is one of thirty grants the Foundation has awarded to organizations working with middle and high schools across thirteen states to increase the number of students who are Black, Latinx, and experiencing poverty who graduate high school and enroll in postsecondary opportunities. The NSI Evaluation will allow districts and the broader education field to learn how schools can use continuous improvement to advance high school graduation and college success rates.

1.7 The NSI Evaluation will use a mixed-methods approach to address three main research questions: (1) How do intermediaries design and implement effective school networks? (2) How do schools effectively implement continuous improvement activities? (3) What are the effects of the NSIs on outcomes for students who are Black, Latinx, and experiencing poverty?

1.7.1 For the first two research questions, the Researchers RAND and AIR will collect and analyze qualitative and quantitative data from District and school staff. The Researchers RAND and AIR will collect data annually throughout the NSI Initiative to learn how the school network and continuous improvement activities evolve over time.

1.7.2 For the third research question, Researcher Mathematica will compare outcomes for students in NSI schools to outcomes for students in similar schools that are not participating in the NSI Initiative. Mathematica can collect deidentified student administrative data for the study from Education Analytics.

2. Description of Data Exchange and Data Use

2.1 District agrees to the data collection and sharing activities described in **Appendices A and B** with security features mutually agreed upon by the Parties, with RAND, AIR and Mathematica, at a minimum, being subject to the data privacy and security requirements of their respective agreements with Gates Foundation.

2.1.1 District authorizes Education Analytics to release the deidentified administrative data to Researcher Mathematica on behalf of the district for the purposes of the NSI Evaluation.

2.2 Researchers agree as follows:

2.2.1 Except as otherwise provided herein or under the Foundation Agreements, Researchers may not disclose the NSI Evaluation Data to any third party for any reason without prior written consent from District. Notwithstanding the foregoing, Researchers may:

(a) Utilize agents and subcontractors, provided that (i) such agents and subcontractors agree in writing to be bound by the same terms and conditions that apply to Researchers through this MOU, including but not limited to the obligation to comply with FERPA and the prohibition on re-disclosure of any Covered Data, and (ii) Researchers agree to provide a list of such agents or subcontractors to District upon request. (iii) Mathematica will be utilizing Education Analytics to provide deidentified data to Mathematica

(b) Disclose NSI Evaluation Data if required by law.

3. Data Privacy and Security

3.1 Researchers will implement reasonable administrative, technical, physical, and organizational safeguards to protect the security, confidentiality, integrity, and availability of NSI Evaluation Data that are consistent with prevailing industry best security practices and any security measures that are required by applicable privacy and security laws, including (i) all applicable U.S. federal (including FERPA), state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of personally identifiable information ("PII"), and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security. Without limiting the generality of the foregoing, Researchers will implement at least the following minimum security safeguards:

3.1.1 Access to NSI Evaluation Data is restricted to Researchers' employees, agents, and subcontractors who need such access for purposes of the NSI Evaluation;

3.1.2 All NSI Evaluation Data are stored on computer and storage facilities that (a) are maintained within Researchers' or their agents' or subcontractors' computer networks, (b) are behind appropriate firewalls, and (c) implement appropriate intrusion detection/intrusion prevention technology;

3.1.3 Access to computer applications and Evaluation Data are managed through appropriate user ID/password procedures;

3.1.4 Researchers will use encryption technology consistent with the highest level of Advance Encryption Standards ("AES") to transmit and store Evaluation Data (including but not limited to any transmission to agents or subcontractors);

3.1.5 Ensure restricted access to any facilities where NSI Evaluation Data may be stored or transmitted, which includes locked rooms with access via security cards;

3.1.6 Ensure auditable controls exist to validate NSI Evaluation Data transmission, usage, and safeguards required herein.

3.1.7 A restricted-use file will be produced as part of the NSI Evaluation to provide other researchers the opportunity to replicate the Evaluation's findings or pursue additional analyses. The restricted-use file will include no student, teacher, school, or district identifiers. Access to the restricted-use file will be limited to only those researchers licensed to use the data for research purposes only and subject to relevant standards for conducting research and protecting data confidentiality.

3.2 Breach Notification Obligations

Researchers will notify the District promptly upon confirmation of any unauthorized use or disclosure of NSI Evaluation Data and will cooperate with the District in every reasonable way to regain control of such data and mitigate the consequences of its disclosure, and preventing its further unauthorized use.

4. Term and Termination

4.1 This MOU will commence on the Effective Date and will continue for a period of five (5) years or until the last of the Researchers has completed its obligations under the NSI Evaluation in accordance with their respective Foundation Agreements, whichever occurs first, unless otherwise terminated as provided herein or extended in a writing by the Parties' respective authorized representatives.

4.2 District may terminate this MOU upon confirmation of noncompliance with any applicable federal or state laws, rules, or regulations, or upon determination that data have been released by Researchers in a manner inconsistent with this MOU.

5. Incentives for Participants

If permitted by the District and subject to the Researchers' respective Foundation Agreements, participants in the NSI Evaluation may receive the following incentives from Researchers:

Participant(s)	Activity (ies)	Incentive	Researcher
Continuous Improvement Team Leads	Completion of Network Survey	$20 gift card per Team Lead	RAND
Principals	Completion of Principal Survey	$50 per Principal	AIR
Schools	Participation in Focus Groups	$20 gift card per participant	RAND
Schools	Participation in Continuous Improvement Interviews	$500 per School	AIR
District	Collection of student administrative data	$3,000 for providing student administrative data ($1,000 per round of data collection)	Mathematica

6. Notices

All notices required in relation to the contractual terms or compliance with the data privacy terms and conditions of this MOU will be in writing and will be deemed given when delivered by hand; sent by courier or other express mail service, postage prepaid; or transmitted by facsimile addressed to individuals identified below. The designation of individuals for receipt of notices may be changed by written notice of a party.

RESEARCHERS	DISTRICT
To AIR: Jann Mouer Principal Contracts Officer American Institutes for Research 1400 Crystal Drive, 10th Floor Arlington, VA 22202 Phone: 202-403-6213 E-Mail: aircgo@air.org ***With copy to*** Evgeniya Travers Sr. Contracts Administrator	Marilyn Adrianzen Chief Business Official San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476 Marilyn.adrianzen@sysdschools.org **With copy to:** Cynthia Gonzalez, Executive Director of Educational Services Cynthia.gonzalez@sysdschools.org

American Institutes for Research 1400 Crystal Drive, 10th Floor Arlington, VA 22202 Phone: 202-403-6457 Email: etravers@air.org	
To RAND: Anisa Spotswood Contract Administrator 1776 Main Street Santa Monica, CA 90401 310-393-0411 x 7579 FoundationTeam@rand.org	
To Mathematica: Pamela L. Tapscott Vice President, Director Contracts Operations Mathematica Inc. 1100 First Street, NE, 12th Floor Washington, D.C. 20002-4221 Phone: 202-484-3294 E-Mail: ptapscott@mathematica-mpr.com ***With copy to*** Jeffrey Max Senior Researcher Mathematica Inc. 1100 First Street, NE, 12th Floor Washington, D.C. 20002-4221 Phone: 202-484-4236 E-Mail: jmax@mathematica-mpr.com	

6.1 The points of contact for technical issues regarding the exchange, storage and security of the Covered Data and related technical issues are:

Researchers: **AIR:** Ryan Eisner, reisner@air.org
RAND: Stephani Wrabel, swrabel@rand.org
Mathematica: Emma Ernst; eernst@mathematica-mpr.com

District: Todd Lewis, Director of Information Systems, todd.lewis@sysdschools.org
Cynthia Gonzalez, Executive Director of Educational Services, Cynthia.gonzalez@sysdschools.org

7. Miscellaneous

7.1 *Entire Agreement; Modifications*. This Agreement, including Appendices A and B, contains the complete agreement of the Parties with regard to the subject matter hereof and cannot be changed or amended except by written agreement executed by the parties hereto.

7.2 *Use of Names*. Neither Party may use the name of the other Party, or any of such Party's agents, officers, staff members, employees, or affiliates, or any adaptation, acronym or name by which the other party is commonly known, in any advertising, promotional or sales literature, or other form of publicity without the written permission of the Party whose name is to be used.

7.3 *Assignment*. This Agreement will not be assigned by any Party without the express written consent of all other Parties.

7.4 *Choice of Law*. This Agreement will be governed by the laws of the State of California without regard to conflict of laws principles thereof. The Parties agree to submit to the exclusive jurisdiction of the state or federal courts within the State of California for any proceeding arising out of or in connection with this Agreement, and each Party waives any objection to the laying of venue of any such proceeding in such courts.

7.5 *Relationship of the Parties*.

7.5.1 Each Party's relationship to the other Party under this Agreement is that of an independent contractor and neither Party will be considered to be an agent, joint venture, employee, or partner of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, and employees. Nothing herein will be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of any other Party. No Party, or its employees, agents, or subcontractors, will be eligible for any employee benefits programs of the other Party, nor will they have any claim under this MOU or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

7.5.2 Nothing in this Agreement shall create any new or additional rights of any Researcher in any other Researcher's agreement(s) with the Foundation and/or with or under any agreements with each other or with third-parties.

7.6 *Waiver*. The waiver or non-enforcement by any Party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. The delay or failure of a Party to exercise any right or remedy under this Agreement will not constitute a waiver by the party of any breach of this Agreement. Any waiver of any breach under this Agreement must be in writing.

7.7 *Severability.* If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement will not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

7.8 *Headings*. All section headings in this Agreement are included solely for the convenience of the Parties and will not be construed to define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

7.9 *Counterparts; Electronic Signatures*. This Agreement may be executed in facsimile or PDF format in one or more counterparts, each of which will be an original, but all of which will together constitute one and the same instrument.

7.10 *Survival*. The Parties' respective responsibilities and obligations under Sections 3 and 6 will survive termination of this Agreement if a Breach or other material violation of this Agreement occurs prior to termination.

7.11 *Conflicts*. In the event of a conflict between this Agreement and any other agreement between the Parties, the terms of this Agreement will control.

7.12 ***Responsibility*.** Researchers agree to be fully responsible for all liability, damages, loss, levied against District arising from any third-party claim based on a negligent breach of the obligations set forth in Article 3 of this Agreement, or a violation of any law or regulation by Researchers or any or any of their trustees, officers, agents, representatives, employees and subcontractors with respect to the

use/misuse, storage, security and protection of the data of the NSI Evaluation Data, except to the extent such liability is due to the willful misconduct or gross negligence of District. In the event that loss or damage results from the conduct of more than one Party, each Party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of California.

7.13 ***Insurance***. Researchers shall be responsible for maintaining insurance coverage in force for the life of the Agreement as follows:

7.13.1 Commercial General Liability Insurance including contractual liability, in accordance with the indemnification requirements of this Agreement, and including bodily injury, personal injury, and property damage, with limits of at least $2,000,000 per occurrence and general aggregate. The general liability insurance shall name the San Ysidro School District as an additional insured.

7.13.2 Professional Liability (Errors & Omissions) with minimum limits of at least $2,000,000 per claim and annual aggregate. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

7.13.3 Cyber Liability with minimum limits of at least $2,000,000 per occurrence and annual aggregate for claims involving privacy violations, information theft, intentional and/or unintentional release of private information, and/or extortion. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

7.13.4 Claims Made Policies. If any policies provide coverage on a claims-made basis:

(a) The retroactive date shall be shown and must be before the date of the Agreement or at the beginning of services.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the services.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, Mathematica shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the services.

In witness whereof, the Parties, through their authorized representative(s), have executed this Agreement on the Effective Date as defined above.

AMERICA INSTITUTES FOR RESEARCH	**DISTRICT**
By (Signature):_____ Print Name: Jann Mouer Title: Principal Contracts Officer Date:_____	By (Signature):_____ Print Name: Marilyn Adrianzen Title: Chief Business Official Date: _____ Board Approved: _____
RAND CORPORATION By (Signature):_____ Print Name: Linda F. Duffy Title: Director, Contracts, Grants and Procurement Date:_____	

MATHEMATICA INC. By (Signature):_____ Print Name: Jeffrey Max Title: Senior Researcher Date:_____	

Appendix A
to
MEMORANDUM OF UNDERSTANDING
Between RESEARCHERS and San Ysidro School District

Collection and Sharing of NSI Evaluation Data by RAND and AIR

This Appendix A is an integral part of and is incorporated into the MOU to which it is attached.

The NSI Evaluation teams for RAND and/or AIR intend to collect and analyze the following data to address the Evaluation's research questions within the scopes of each of the Researcher's respective individual Foundation Agreements. These data will serve to better understand implementation of the NSI initiative, including the network and continuous improvement activities, and the effect of the NSI Initiative on student outcomes. The Party expecting to collect each type of data is designated parenthetically below.

Telephone interviews with district staff (RAND). RAND will conduct a 60-minute interview each summer with a District staff person involved in the NSI activities to understand the district's role in the grant.

Telephone interviews with continuous improvement leads at a sample of schools (AIR). In up to two NSI schools, educators who lead the continuous improvement work will participate in a 30-minute telephone interview to provide information about the tools and resources schools used to implement continuous improvement. This includes driver diagrams, root cause analyses documents, and improvement plans. AIR intends to conduct the interviews annually throughout the grant.

Network survey (RAND). The educators who lead the continuous improvement work in participating schools will complete a 20-minute online survey. The survey will collect information on how schools in the NSI are connected to and engaged with other schools and organizations in the school network. More specifically, the survey will ask questions about the extent to which educators communicate with others in the network, and the nature and intensity of this communication. RAND will conduct this survey annually throughout the grant.

Principal survey (AIR). Principals of NSI schools will complete a 30- to 45-minute survey to provide information on how schools supported and implemented continuous improvement. The survey will also collect information on the school context (for example, a school's prior use of continuous improvement), and aspects of the school environment that might support the NSI work, or be impacted by it (for example, teacher collaboration, family engagement, and educator supports). AIR intends to conduct a shorter version of this survey with principals in comparison schools (schools in both the random assignment and matched comparison portions of the study that are not participating in the NSI) to understand the extent to which these schools implemented similar types of continuous improvement activities and had similar school environments. This comparison is critical to understand the extent of the contrast between the continuous improvement work in NSI schools and comparison schools. AIR intends to conduct this survey annually throughout the grant.

Collection of school climate data. We will collect school climate survey data annually beginning in fall 2021. The data could either be deidentified student- and teacher-level survey responses (at the item level) with grade information included, or average item-level responses for 8th grade teachers and students by school. The school climate data will be collected for one baseline year before the grant began and for each year of grant. **If the district participates in the California Healthy Kids Survey, we can collect these data from a statewide data source rather than requesting them from the district.**

Site visits to collect information about implementation of school networks and continuous improvement activities. The RAND and AIR Evaluation teams intend to select a subset of the Foundation's NSI grantees for site visits. The purpose of the visits is to develop a deeper understanding about the design and implementation of the school network and continuous improvement activities. RAND/AIR intend to conduct the site visits (virtually, if needed) in the

fall and spring of each year of the grant. The site visits are expected to focus on the schools participating in the NSI initiative and include the following (the Party conducting the interview/data collection is indicated parenthetically):

- ***Network interviews with district staff and principals and focus groups with members of continuous improvement teams (spring visits only) (RAND).*** We will conduct one-hour interviews with a few district staff and principals from up to five schools participating in the NSI. We will conduct two focus groups with members of the continuous improvement teams in participating schools as well. Each focus group will be one hour and will include 5 to 10 educators. The interviews and focus groups will collect information about the context for the network activities and how that context influences the activities, structure, and health of the network.
- ***Continuous improvement interviews with school principals and school staff (fall and spring visits) (AIR).*** AIR intends to conduct interviews with district staff and with principals and school staff participating in the NSI initiative in up to two schools. The interviews are expected to collect information about district and school priorities; support for the NSI initiative; challenges and enablers of the continuous improvement activities; efforts to support diversity, equity, and inclusion through the NSI work; and the effectiveness of network activities.
- ***Observations of continuous improvement activities (fall visits and initial spring 2021 visit) (AIR).*** AIR intends to conduct observations of up to two school teams engaging in continuous improvement activities for the NSI.

For each type of data described above, the Party who collects the data will clean it and create de-identified analysis files that are identifiable at the school level but not at the teacher level.

RAND will transfer analysis files based on the data it collects to AIR and Mathematica using a secure file exchange site in compliance with Section 3 of the MOU and applicable laws and regulations.

AIR will transfer analysis files based on the data it collects to RAND and Mathematica using a secure file exchange site in compliance with applicable laws and regulations and subject to the data privacy and security requirements of AIR's Foundation Agreement.

Appendix B:
to
MEMORANDUM OF UNDERSTANDING
Between RESEARCHERS and San Ysidro School District

Collection of Administrative Data by Mathematica

This Appendix B is an integral part of and is incorporated into the MOU to which it is attached.

Mathematica will collect and analyze the following administrative data to address the Evaluation's research questions. These data will be used to understand the effect of the Foundation's NSI Initiative on student outcomes and the aspects of the NSI initiative that are related to any effects on student outcomes.

If San Ysidro School District is already providing the below data to Education Analytics for High Tech High's grant, we can collect the data from Education Analytics to reduce the burden on San Ysidro School District.

Mathematica will not share these student-level administrative data with RAND or AIR. Mathematica will transfer only aggregated school-level files using a secure file exchange site to RAND and AIR for their analyses.

MEMORANDUM

1100 1st Street, NE, 12th Floor
Washington, DC 20002-4221
Telephone (202) 484-9220
Fax (202) 863-1763
www.mathematica.org

TO: San Ysidro School District

FROM: Matthew Johnson **DATE:** 3/11/2021

SUBJECT: Administrative Data Collection for the Evaluation of the Network for School Improvement Initiative

---

Thank you for participating in the **Evaluation of the Networks for School Improvement (NSI) Initiative**, a study being conducted for the Bill and Melinda Gates Foundation. The evaluation will provide valuable information about the implementation of school networks, the use of continuous improvement by schools, and the effect of the NSI grants on student outcomes

This memo outlines our request to San Ysidro School District for student data to measure the effect of NSI grants on student outcomes. ***If the district already provides these data to Education Analytics, we can collect these data from Education Analytics instead.*** Table 1 describes the types and years of administrative data requested during the three rounds of data collection and the timeline for data collection. We are requesting four types of student data: (1) student demographic data, (2) student attendance and suspension data, (3) student GPA and course data, and (4) student assessment data.

Table 1. Administrative data collection timeline

Data Requested	School Year(s) of Data Requested by Round[a]		
	Round 1: Expected Summer 2022	Round 2: Expected Summer 2024	Round 3: Expected Summer 2025
Student demographic, attendance, suspension, GPA, course, and assessment data	Data for the 2018-19, through 2021-22 school years (for all 6th, 7th, and 8th grade students in the district)	Data for the 2022-23 and 2023-24 school years (for all 6th, 7th, and 8th grade students in the district)	Data for the 2024-25 school year (for all 6th, 7th, and 8th grade students in the district)

[a] The timing of data collection may be revised depending on the disruptions from COVID.

We will also collect school climate survey data annually beginning in fall 2021. The data could either be deidentified student- and teacher-level survey responses (at the item level) with grade information included, or average item-level responses for 8th and 9th grade teachers and students by school. The school climate data will be collected for one baseline year before the grant began and for each year of grant. **If the district participates in the California Healthy Kids Survey, we can collect these data from a statewide data source rather than requesting them from the district.**

We will work with your district to determine the appropriate timing of data delivery. In addition, we realize that some data elements listed in this memo might not be collected by your district. If a data element is not available in your district's data systems, please let us know, and we will work with you to determine if another, similar data element may be used instead.

A. STUDENT ADMINISTRATIVE DATA REQUESTED

Sample of students for whom data are requested. We are requesting data on all 6th-, 7th-, and 8th-grade students in your district.[1] To save you the trouble of extracting this sample of students, you can provide data for students in all grades during the requested school years, from which we could extract the sample ourselves.

Data elements requested. This section describes the data elements we will need to examine how the NSI initiative affects student behavioral and academic outcomes, and to determine whether the impacts differ for subgroups of students. The tables below list the student demographics data (Table 2); the student attendance and suspension data (Table 3); the student GPA and course data (Table 4); and the student assessment data (Table 5) that we are requesting.

Table 2. Student demographic data

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
Gender	Gender of student	
Year of birth	Year of birth of student	

[1] If state assessments are not conducted in spring 2021, we will also need to collect data on 5th graders.

Data Element	Description	Notes[a]
Race	Race of student	
Ethnicity	Hispanic or Latino indicator for student	
Grade level	Grade level of student	
Free and reduced-price lunch (FRPL) status	Student's eligibility for free or reduced-price lunch	
Limited English Proficiency status	Limited English Proficiency status of student	
Special education status	Special education status of student, such as having an Individualized Education Program	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

Table 3. Student attendance and suspension data

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
School ID	Number that uniquely identifies schools. Students who transfer schools may have multiple enrollment spells listed per year.	
School name	Name of school	
Number of Absences	Number of absences the student had as of the end of the school year, including excused and unexcused absences	
Total Days of Enrollment	Days enrolled in the school year	
In-school suspensions (days)	Total number of days during the school year that the student was suspended (in-school)	
In-school suspensions (events)	Total number of times during the school year the student received a suspension (in-school)	
Out-of-school suspensions (days)	Total number of days during the school year that the student was suspended (out-of-school)	
Out-of-school suspensions (events)	Total number of times during the school year the student received a suspension (out-of-school)	
Number of expulsions	Number of times this student was expelled from a school during the year	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

Table 4. Student GPA and course data

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
End of year grade point average	Unweighted grade point average	
Course Name	Name of course that the student was enrolled in each quarter	
End of Quarter Course Grade	Grade student received in each course at the end of each quarter	
End of Year Course Grade	Final grade student received in each course at the end of the school year	
Course Level	Level of course that the student was enrolled in. This would indicate whether this course is a base-level course, or an advanced track/honors course	
Course Credits	Total amount of credits earned by the student during the school year	
Promotion indicator	Indicator of whether student accumulated sufficient course credits for promotion to the next grade	
Math course GPA	Indicator for whether the student had a 3.0 GPA or higher in their math courses	
ELA course GPA	Indicator for whether the student had a 3.0 GPA or higher in their ELA courses	
Course failures in all core courses (ELA, math, social studies, and science)	Across all grading periods, the number of courses in core subjects (ELA, Math, Social Studies, and Science) that a student failed	
Course failures in ELA	Across all grading periods, the number of ELA courses that a student failed	
Course failures in math	Across all grading periods, the number of math courses that a student failed	
Course failures in social studies	Across all grading periods, the number of social studies courses that a student failed	
Course failures in science	Across all grading periods, the number of science courses that a student failed	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

Table 5. Student assessment data: 6th-, 7th-, and 8th-grade test scores

Data Element	Description	Notes[a]
A. Math state assessment data		
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
Math score on the state assessment for the school years requested, as available	Student's scale score on the math section of the state assessment (including scores on end-of-course math assessments). If a student retook a test, please provide the first score in that year, rather than the highest score.	
Math test proficiency level	Proficiency level of student's math test score (basic, proficient, advanced, etc.)	
Math test grade level	Grade level of math test taken.	
Math test description	Please indicate if a modified or alternate form of a state test was taken.	
Math test language	Indicator for whether the math test was taken in a language other than English, such as Spanish.	
Math test date	Date of math test taken by student. If no date is available, then "spring," "fall," or similar qualifier can be provided.	
Math test exemption or accommodation code, as applicable	Code or indicator if a student received an exemption from taking a math test (such as a medical exemption) or an accommodation during the test (such as additional time).	
B. Reading state assessment data		
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
Reading score on the state assessment for the school years requested, as available	Student's scale score on the reading section of the state assessment (including scores on end-of-course ELA assessments). If a student retook a test, please provide the first score in that year, not the highest score.	
Reading test proficiency level	Proficiency level of student's reading test score (basic, proficient, advanced, etc.)	
Reading test grade level	Grade level of reading test taken.	
Reading test description	Please indicate if a modified or alternate form of a state test was taken.	
Reading test language	Indicator for whether the reading test was taken in a language other than English, such as Spanish.	
Reading test date	Date of reading test taken by student. If no date is available, then "spring," "fall," or similar qualifier can be provided.	
Reading test exemption or accommodation code, as applicable	Code or indicator if a student received an exemption from taking a reading test (such as a medical exemption) or an accommodation during the test (such as additional time).	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

B. SCHOOL CLIMATE DATA REQUESTED

Table 6. Student responses to school climate surveys

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
Student ID	Number that uniquely identifies each student across all data files, records, and school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
School ID	Number that uniquely identifies schools.	
Grade level	Grade level of student	
Survey responses	Responses to each item on the annual school climate survey	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

Table 7. Teacher responses to school climate surveys

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
Teacher ID	Number that uniquely identifies each teacher across school years. We prefer that the ID number *not* be personally identifiable information such as a Social Security number.	
School ID	Number that uniquely identifies schools.	
Grade levels	Grade levels taught by the teacher	
Survey responses	Responses to each item on the annual school climate survey	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

Table 8. Aggregate responses to school climate surveys

Data Element	Description	Notes[a]
School year	School year to which the record pertains	
School ID	Number that uniquely identifies schools.	
Grade level	Grade level or grade band for which aggregate survey	
Student survey responses for each item	For each survey item, the frequency of student responses in each response category	
Teacher survey responses for each item	For each survey item, the frequency of teacher responses in each response category	

[a]The notes column will be completed by study staff using information provided during the initial call to discuss the data request.

C. DATA CONFIDENTIALITY

Mathematica and its subcontractors follow the confidentiality and data protection requirements of The Education Sciences Reform Act of 2002, Title I, Part E, Section 183. We will use the data provided in response to this request for research purposes only. The reports prepared for the study

will summarize findings across the sample and will not associate responses with a specific school or individual. We will not provide information that identifies respondents to anyone outside the study team, except as required by law.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP - ELEMENTARY SCHOOLS FOR 2021-22

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth-grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Elementary Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth-grade camp for school year 2021-22. In entering this 3-year agreement, the District received a significant discount on the student fees/rates. Due to the COVID-19 pandemic, students did not participate in this event during 19-20 and 20-21. School year 2021-22 will be the last year of the 3-year agreement for all our schools.

Cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	# Students	# of Days	Year 21-22	Rate	Estimated Cost
La Mirada	30	5	3 of 3	$259.00	$7,770.00*
Ocean View	100	5	3 of 3	$278.72	$27,872.00*
Smythe	90	5	3 of 3	$250.84	$22,575.60*
Sunset	100	5	3 of 3	$251.52	$25,152.00*
Willow	84	4	3 of 3	$210.20	$17,656.80*
Total					$101,026.40

* The above estimates do not include the insurance, teacher, or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve the agreement with the San Diego County Office of Education for our Elementary Schools' sixth grade students to attend the Cuyamaca Camp during school year 2021-22 at an estimated annual cost of $101,026.40 from student fees, school fundraisers and Supplemental & Concentration funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e., College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATED $101,026.40	Student Fees, School Fundraisers and Supplemental & Concentration Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR PARTICIPATION AND SERVICES 2021-2022
OUTDOOR EDUCATION PROGRAM

THIS AGREEMENT is entered into this **23rd** day of March, 2021, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2021** and will continue through **June 30, 2022,** based on the option chosen below. **Year 3 of 3**

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

[x] c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2019-2020** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$335.00
4-day Program***	Per Student	$285.00

** Discounts 5-day Program

*Equity Credit: $90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
*Introductory Credit: $10 credit per full fee student.
*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $325 per student. Other discounts may be combined.
October thru December Rates: $330 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $275 per student. Other discounts may be combined.
October thru December Rates: $280 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.

C. ~~The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year~~. (This will not be enforced for the 2021-22 year). In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms.

School	Scheduled	Days
La Mirada	30	5
Ocean View Hills	100	5
Smythe	90	5
Sunset	100	5
Willow	84	4

Executed by the parties on the dates shown below their respective signatures.

San Ysidro
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Executive Director, Outdoor Education
Title

March23, 2021
Date

Authorized or ratified by the Board of Education on:

_____

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

La Mirada Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate | Enter highlighted cells only

Fee/Credit	Detail		30 Students
Base Fee	$270 / student		8,100.00
Equity Credit	Percent x students x -$78	75.00%	-1755.00
Three Year Contract Discount	Full fee students x -$8	Y	-60.00
New to Camp Discount	Full Fee students x $8	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**6,285.00**
		Per Student	**$209.50**

5 -Day Camp Estimate

Fee/Credit	Detail		30 Students
Base Fee	$320/ student		9,600.00
Equity Credit	Percent x students x $90	75.00%	-1755.00
Three Year Contract Discount	Full fee students x -$10	Y	-75.00
New to Camp Discount	Full Fee students x -$10	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**7,770.00**
		Per Student	**$259.00**

Ocean View Hills	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		100 Students
Base Fee	$270 / student		27,000.00
Equity Credit	Percent x students x -$78	46.00%	-3588.00
Three Year Contract Discount	Full fee students x -$8	Y	-432.00
New to Camp Discount	Full Fee students x $8	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**22,980.00**
		Per Student	**$229.80**

5 -Day Camp Estimate

Fee/Credit	Detail		100 Students
Base Fee	$320/ student		32,000.00
Equity Credit	Percent x students x $90	46.00%	-3588.00
Three Year Contract Discount	Full fee students x -$10	Y	-540.00
New to Camp Discount	Full Fee students x -$10	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**27,872.00**
		Per Student	**$278.72**

Smythe	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		90 Students
Base Fee	$270 / student		24,300.00
Equity Credit	Percent x students x -$78	87.00%	-6107.40
Three Year Contract Discount	Full fee students x -$8	Y	-93.60
New to Camp Discount	Full Fee students x $8	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**18,099.00**
		Per Student	**$201.10**

5 -Day Camp Estimate

Fee/Credit	Detail		90 Students
Base Fee	$320/ student		28,800.00
Equity Credit	Percent x students x $90	87.00%	-6107.40
Three Year Contract Discount	Full fee students x -$10	Y	-117.00
New to Camp Discount	Full Fee students x -$10	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**22,575.60**
		Per Student	**$250.84**

Sunset Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		100 Students
Base Fee	$270 / student		27,000.00
Equity Credit	Percent x students x -$78	86.00%	-6708.00
Three Year Contract Discount	Full fee students x -$8	Y	-112.00
New to Camp Discount	Full Fee students x $8	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**20,180.00**
		Per Student	**$201.80**

5 -Day Camp Estimate

Fee/Credit	Detail		100 Students
Base Fee	$320/ student		32,000.00
Equity Credit	Percent x students x $90	86.00%	-6708.00
Three Year Contract Discount	Full fee students x -$10	Y	-140.00
New to Camp Discount	Full Fee students x -$10	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**25,152.00**
		Per Student	**$251.52**

Willow Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate — Enter highlighted cells only

Fee/Credit	Detail		84 Students
Base Fee	$270 / student		22,680.00
Equity Credit	Percent x students x -$78	74.00%	-4848.48
Three Year Contract Discount	Full fee students x -$8	Y	-174.72
New to Camp Discount	Full Fee students x $8	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**17,656.80**
		Per Student	**$210.20**

5 -Day Camp Estimate

Fee/Credit	Detail		84 Students
Base Fee	$320/ student		26,880.00
Equity Credit	Percent x students x $90	74.00%	-4848.48
Three Year Contract Discount	Full fee students x -$10	Y	-218.40
New to Camp Discount	Full Fee students x -$10	N	0.00
September Discount	Less $10 on every student	N	0.00
October to December Discount	Less $5 on every student	N	0.00
	Total		**21,813.12**
		Per Student	**$259.68**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENTS

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval, agreements will be good for a 5-year period. If there is sufficient room in the District's school and program of desired attendance, request will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on an annual basis.

Interdistrict Attendance Agreements will be signed between our District and the following school districts:

- Alpine Union
- Cajon Valley Union
- Carlsbad
- Coronado Unified
- Encinitas Union
- Jamul-Dulzura Union
- La Mesa-Spring Valley
- Lemon Grove
- Menifee Union
- Mountain Empire
- National
- Ramona Union
- San Dieguito Union
- Santee Unified
- South Bay Union
- Vista Unified
- Warner Unified

RECOMMENDATION:
Approve the Interdistrict Attendance Agreements with Alpine, Cajon Valley, Carlsbad, Coronado, Encinitas, Jamul-Dulzura, La Mesa-Spring Valley, Lemon Grove, Menifee, Mountain Empire, National, Ramona, San Dieguito, Santee, South Bay, Vista, and Warner School Districts. Interdistrict Attendance Agreements will be valid for school years 2021-22 through 2025-26.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement and Goal 2: Safety, Climate and Student Engagement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the ALPINE UNION School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 01 of July, 2021, by and between the Cajon Valley Union School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: Must reapply when matriculating from Elementary to Middle School

S.Y.S.D. requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Cajon Valley Union School District	District: San Ysidro School District
Initial Approval / Denial: Director of Long Range Planning	Initial Approval / Denial: Pupil Services Designee
Appeal: Director of Long Range Planning	Appeal: Assistant Superintendent/Pupil Services
Personal Conference:	Personal Conference: Assistant Supt'/Pupil Services

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: Todd A. Bloom	Signature:
Title: Assistant Superintendent of Business Services	Title: Chief Business Official
District: Cajon Valley Union School District	District: San Ysidro School District
Date Approved by Governing Board: 01-19-2021	Date Approved by Governing Board: April 15, 2021

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the CARLSBAD School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 18 of February , 2021, by and between the Coronado Unified School District of San Diego County and the San Ysidro School District School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☐ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☐ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - X A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: CoSA (student must stay in specialized program)

     S.Y.S.D. requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: *Coronado Unified School District*	District: San Ysidro School District
Initial Approval / Denial: *Director of Student Services*	Initial Approval / Denial: Pupil Services Designee
Appeal: *Deputy Superintendent*	Appeal: Assistant Superintendent/Pupil Services
Personal Conference: *Superintendent*	Personal Conference: Assistant Supt'/Pupil Services

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: *Superintendent*	Title: Chief Business Official
District: *Coronado Unified School District*	District: San Ysidro School District
Date Approved by Governing Board: November 12, 2020	Date Approved by Governing Board: April 15, 2021

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the ENCINITAS UNION School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 18 of March, 2021, by and between the Jamul-Dulzura Union School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: S.Y.S.D. requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Jamul-Dulzura Union School District	District: San Ysidro School District
Initial Approval / Denial: Superintendent	Initial Approval / Denial: Pupil Services Designee
Appeal: Superintendent or Designee	Appeal: Assistant Superintendent/Pupil Services
Personal Conference: Pupil Services Director	Personal Conference: Assistant Supt'/Pupil Services

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: [signature]	Signature:
Title: Superintendent	Title: Chief Business Official
District: Jamul-Dulzura Union School District	District: San Ysidro School District
Date Approved by Governing Board: 3-18-21	Date Approved by Governing Board: April 15, 2021

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the LA MESA-SPRING VALLEY School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the LEMON GROVE School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the MENIFEE UNION School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 18 of 02, 2021, by and between the Mountain Empire Unified School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: Conditions set forth in BP and/or AR / locations of the school site, once admitted is at the discretion of the receiving district.
     S.Y.S.D. requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Mountain Empire Unified School District	District: San Ysidro School District
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial: Pupil Services Designee
Appeal: Superintendent	Appeal: Assistant Superintendent/Pupil Services
Personal Conference:	Personal Conference: Assistant Supt'/Pupil Services

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Superintendent	Title: Chief Business Official
District: Mountain Empire Unified School District	District: San Ysidro School District
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board: April 15, 2021

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the NATIONAL School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the RAMONA UNION School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the SAN DIEGUITO UNION School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the SANTEE UNIFIED School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 3 of 19, 2021, by and between the South Bay Union School District of San Diego County and the San Ysidro School District School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: Once admitted, location of school site is at the discretion of the receiving district.

S.Y.S.D. requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: South Bay Union School District	District: San Ysidro School District
Initial Approval / Denial: Director of Student Support & Account	Initial Approval / Denial: Pupil Services Designee
Appeal: Educational Leadership Team Panel	Appeal: Assistant Superintendent/Pupil Services
Personal Conference: Deputy Superintendent	Personal Conference: Assistant Supt'/Pupil Services

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Director of Student Support & Accountability	Title: Chief Business Official
District: South Bay Union School District	District: San Ysidro School District
Date Approved by Governing Board: 3-11-2021	Date Approved by Governing Board: April 15, 2021

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the VISTA UNIFIED School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 15 of April, 2021, by and between the San Ysidro School District of San Diego County and the WARNER UNIFIED School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
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   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: San Ysidro school District requires for students to re-apply for interdistrict transfer annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: April 15, 2021	Date Approved by Governing Board:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VARIOUS INDEPENDENT EDUCATIONAL EVALUATORS

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.". The following IEEs were selected by the student's parents to conduct the said evaluations:

Agency	Service	Annual Estimated Cost up to
Brain Learning Psychological Corporation	Full Psychological Evaluation	$3,710.00
Rancho Coastal Speech Therapy, Inc.	Speech Evaluation	$2,550.00
Total Cost		**$6,260.00**

RECOMMENDATION:
Approve the agreement with various independent educational evaluators to provide independent educational evaluations to a student with special needs at a total amount up to $6,260.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$6,260.00 (Amount)

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of April 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Brain Learning Psychological Corporation	619 324-9764
Company/Consultant	Telephone Number
5550 Baltimore Dr. STE 150 , La Mesa, CA 91942	office@brainlearning.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: April 16, 2021 To: June 30, 2021

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

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

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives _____**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

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

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**Brain Learning Psychological Corporation**
Name:	Dr. Rienzi Haytasingh
Title:	Owner
Address:	5550 Baltimore Dr. STE 150
City/State/Zip Code:	La Mesa, CA 91942
Telephone:	619 324-9764
Email:	tiffany@brainlearning.com/ office@brainlearning.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Brain Learning Psychological Corporation
Firm Name

Signature of Authorized Agent

Dr. Rienzi Haytasingh (owner)
Print Name, Title

Date:

Phone Number: 619 324-9764

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*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.

_____(*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).

_____(*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).

_____(*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.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) 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.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Brain Learning Psychological corporation will be providing an independent educational full psycho-educational evaluation that includes: a school observation, records review, complete assessment report, travel and participation at the IEP or school meeting; Review of all available records for a student in order to answer the referral concerns; to interview anyone who is knowledgeable of the student as it relates to the evaluation.

The said evaluation will be conducted in an objective and professional manner.

Cost: **$3,710.00**

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of April 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Rancho Coastal Speech Therapy, Inc.	(619) 987-3841
Company/Consultant	Telephone Number
2174 Manchester Ave., Cardiff, CA 92007	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: April 16, 2021 To: June 30, 2021

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

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

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives _____**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

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

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**Rancho Coastal Speech Therapy, Inc.**
Name:	Christy Himstreet, M.S. CCC-SLP
Title:	President
Address:	2174 Manchester Ave.
City/State/Zip Code:	Cardiff, CA 92007
Telephone:	(619) 987-3841
Email:	christyhimstreet@rcspeech.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Rancho Coastal Speech Therapy, Inc.
Firm Name

Signature of Authorized Agent

Christy Himstreet, M.S. CCC-SLP, President
Print Name, Title

Date:

Phone Number: (619) 987-3841

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*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.

_____(*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).

_____(*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).

_____(*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.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) 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.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Rancho Coastal Speech Therapy, Inc. will be providing an independent educational speech evaluation that includes the following:

- Intake
- Review of Records
- Parent and Teacher Interviews
- Classroom Observation at School of Attendance (virtual if needed)
- Rating Scale Distribution and Collection: Parents, Teachers, Additional Providers
- Direct Testing, typical 2, 2-hour sessions (based on publishers' time parameters)
- Transcription/Review of Language Samples
- Scoring of Tests
- Data Analysis
- Report Writing
- IEP Meeting Attendance

Independent educational speech evaluation will be conducted in an objective and professional manner.

Not to exceed: **$2,550.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH BENCHMARK EDUCATION COMPANY FOR SUPPLEMENTAL ENGLISH LANGUAGE ARTS MATERIALS FOR SPECIAL EDUCATION

BACKGROUND INFORMATION:
The Special Education Director is requesting approval to enter into a purchase agreement with Benchmark Education Company for Supplemental English Language Arts materials.

Products to be purchased include:

- **Authentic Voices Leveled Books K-5 English and Spanish** ~ Authentic Voices Small Group Leveled Readers are aligned to Benchmark Advance & Adelante topics and support culturally responsive instruction through social-emotional learning, multiple perspectives, and diverse representation. Each grade level set includes explicit teacher materials for small group instruction, ELD and social emotional support. Prompting cards give guidance on how to support students at their point of need and move them to the next level.
- **Advance ALL Leveled Books 2-6** ~ High interest, low readability, on topic leveled readers for grades 2-6 but at K-1 reading level.
- Free professional development for implementation.

RECOMMENDATION:
Approve the purchase agreement with Benchmark Education Company for supplemental ELA materials at the total cost of $232,721.10 from the C.A.R.E.S. Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$232,721.10 (Amount)

C.A.R.E.S. Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

QUOTE: 19524

Customer:
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173-1617
United States

Ship To:
San Ysidro SD Whse
4350 Otay Mesa Rd
San Ysidro CA 92173-1617

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY5414	Gr. K-5 Authentic Voices Bookroom with Prompting Card 3-Year Package Print and Digital	Current	$16,290.00	8	$130,320.00
XY1329	Advance ALL Complete Program with E-Book 1-Year Subscription	Current	$8,415.00	8	$67,320.00
PR991	PD-Free Implementation (Gratis)	Virtual	$0.00	3	$0.00

Subtotal	Sales Tax	Shipping Cost	Total
$197,640.00	$15,317.10	$19,764.00	$232,721.10 USD

Memo

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 19524

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary _____
- Onboarding Tech Contact Name _____
- Onboarding Tech Contact E-Mail _____
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite Bl Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465l Fax: 877-732-8273

Terms of Service
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Benchmark Education Company, LLC

Terms of Use & Privacy Policy: Benchmark Universe

Date last updated: January 2017

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Governing Law and Jurisdiction

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance, and breach, shall be settled by final and binding arbitration in New York, pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New York, without regard to its conflict of laws provisions, and you agree that the arbitrators shall award all costs of arbitration, including reasonable attorneys' fees plus legal rate-of-interest, to the successful party. Copyright claims shall be brought in the Federal court having jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S. in the manner described here. If Benchmark Education Company is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree that the state and federal courts located in Westchester County, New York shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with the Terms of Use and further to reimburse Benchmark Education Company for its respective legal fees, costs, and disbursements if Benchmark Education Company is successful.

Conclusion

The Terms of Use and other rules, guidelines, licenses, and disclaimers posted on the Site constitute the entire agreement between Benchmark Education Company and you with respect to your use of the Site, and supersede all previous oral or written agreements between the parties with respect to such subject matter. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Benchmark Education Company to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. Paragraph headings are for reference only.

BENCHMARK EDUCATION, LLC PRIVACY POLICY

Last Updated: January 2017

At Benchmark Education, we are committed to protecting your privacy. This Privacy Policy explains the types of information we collect through the Benchmark Universe learning platform ("Benchmark Universe"). It further explains how we will use, disclose and protect your information. By visiting Benchmark Universe, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use Benchmark Universe.

Benchmark Universe is hosted in the United States. If you are located outside of the United States, please note that the information you provide is being transmitted to us in the United States, and will be subject to this Privacy Policy and

applicable laws, which may not be as protective as the laws in your country. By using Benchmark Universe, you agree to this.

1. Information Collected by Benchmark Education through Benchmark Universe

Information You Provide: When districts register for Benchmark Universe, we ask that a district administrator provide certain personal information about the district employees who will be using the product. This information may include first and last names, employee roles, the name of the school, district, city, state, email address, user names and passwords.

To sign up your students for Benchmark Universe, we ask you to provide each student's first name, user name and password, as well as a password recovery question. Benchmark Universe only collects information about students when it is provided by an authorized school representative. Students may not register on their own.

As an alternative, voluntary option for the district, districts may upload their user data onto Benchmark Universe through the Clever SIS management system. Please be aware that Clever has its own privacy policy, and we encourage you to read it. By uploading your school system data onto Benchmark Universe through your Clever account, you agree to our collection and use of any personal information or other data we may receive from them in accordance with the terms of this Privacy Policy.

Platform Information:
When your students use Benchmark Universe, we collect certain information, such as when a student starts and stops a lesson, which lessons a student chooses to use, the responses students make to questions asked and the timing of those responses.

Site Usage Information:
When using Benchmark Universe, our servers automatically collect certain site usage information associated with your computer. Site usage information is non-personal information that includes, but is not limited to, browser type, operating system, IP address and the domain name from which you accessed Benchmark Universe. It may also include information such as the date and time you accessed Benchmark Universe, how much time you spent on Benchmark Universe, the pages you visit and other "click-stream" data.

We use cookies to collect the Platform and Site Usage information described above. A cookie is a small data file that may be sent by a website or application and stored on the hard drive of your computer. A cookie stores information about your browser that allows us to recognize your browser when you return and to remember your preferences. You may reject cookies, but by doing so, you may not be able to use Benchmark Universe. To learn more about browser cookies, including how to manage or delete them, check the "Help," "Tools" or similar section of your browser. By using Benchmark Universe, you agree to the use of cookies.

We use third party service providers to assist us in collecting and understanding Site Usage information.

2. How We Use Your Information:

Information You Provide:
We may use the information that you provide when you register for Benchmark Universe to create your account. This allows your employees and students to log in, create a classroom within the product and assign lessons to students.

We may use teacher email addresses to send important updates about Benchmark Universe, to respond to your support or feedback inquiries, or to respond to your requests. Students will never be emailed or otherwise contacted.

We use the student names to customize your classroom list, personalize data reports available on your account, and customize the experience for the student.

You always remain in control of the personal information you provide to us about you and your students.

Non-personal information, such as gender, grade level, date of birth and other demographic information are used in aggregated, anonymized reporting to help us better understand how the platform is used and to improve the platform.

Platform Information:

Platform Information is provided to the teachers and administrators so that they may see how their students are performing within the Benchmark Universe.

Site Usage Information:
We use site usage information to administer the site and platform, monitor and diagnose problems with it, remember you when you return so that you don ' t have to resubmit your information and so that we can maintain your progress , and to improve our platform.

We do not combine the personal information that you provide at registration with Platform or Site Usage information. By registering students for Benchmark Universe, you represent and warrant that you are authorized to allow the above information collection and use for your students.

3. How We May Share Your Information:

We never sell or rent your information.

We will only share your information **in** the following circumstances:

- When we believe **in** good faith that disclosure of your information is necessary to protect our rights and those of others, to protect your safety or the safety of others, to investigate fraud or to respond to a government , judicial or other legal request or to comply with the law
- In connection with an organizational change or diss olution, such as a merger , acquisiti on, reorgan ization, bankruptcy, sale or wind down, provided that your information will remain subject to the terms of this Privacy Policy

We may also share certain aggregated, anonymized information with a third party provider to help us analyze the information.

4. Your Access and Opt-Out Rights

You may review or change the information you have provided about yourself by logging into your account or by contacting us at techsupport@benchmarkeducation.com . If you contact us, we will ask you to verify your identity before we provide you with information or make changes.

If you are a district administrator who has provided us with personal information about your employees or students, you may review , revise or delete that information at any time by logging into your account and accessing your district portal. Deleting student information from your district portal will result in that information also being deleted from our servers.

You may also choose to opt in or opt out of email marketing messages and newsletters from us. To opt out, simply click on the " unsubs cribe" button that appears on every email.

If you are a parent or legal guardian of a minor child, you may also have the right to access certain information about your child. To do so, we request that you contact your school or dist rict, which may access your child's information through their classroom portal.

5. Data Retention:

We do not retain your persona l information for longer than is necessary to provide you with the features and services you have requested. When you request an account be de let ed, we remove the data from our servers. At expiration or termination of an agreement, we remove the data within 6 months from the termination date. At any time, you may request that we permanently delete personal information immediately by emailing us at

techsupport@benchmarkeducation.com. We do retain aggregated, anonymized information for some of the purposes described above.

6. Security:

We strive to maintain reasonable security standards to safeguard your data. Benchmark Universe has multiple security measures in place to protect the loss, misuse or alteration of information under our control. These include encryption of data in transit, regular software security updates and industry best practices for network and physical security.

However, please be aware that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit or otherwise provide to us and you do so at your own risk.

If you create an account, you will be asked to select a password for both yourself and each employee and student to access Benchmark Universe. Users are responsible for maintaining the strict confidentiality of account password(s), and for any activity that occurs under your account credentials, whether or not authorized by you. Please notify us of any unauthorized use of your account or any suspected breach of security.

7. Changes to this Privacy Policy:

Benchmark Education may amend this Privacy Policy from time to time. When we do, we will notify you by updating the date of this Privacy Policy and posting it on this page of our site. We will also notify you of any material changes to this Privacy Policy via email. In some cases, we may request your consent to the changes.

8. Contact Us: If you have any questions about this Privacy Policy, please contact us:

Office Address:
Benchmark Education Company, LLC 145 Huguenot Street
8th Floor
New Rochelle, NY 10801

Email: techsupport@benchmarkeducation.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH THE COLLEGE BOARD FOR SPRINGBOARD MATHEMATICS MATERIALS FOR GRADES 6TH – 8TH

BACKGROUND INFORMATION:
SpringBoard Mathematics is a core curriculum for all students in grades 6th –12th. It is a complete instructional program, aligned to State standards, that gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented during the 2017-18 school year. The purchase agreement for 2021-22 includes SpringBoard Math materials and coaching services that feature rigorous standards, instructional resources, and formative assessments in Mathematics through a web-supported integrated program for students in grades 6th- 8th.

RECOMMENDATION:
Approve the purchase agreement with College Board for the 2021-22 SpringBoard Math Program for grades 6th to 8th at the cost of $32,619.52 to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$32,619.52	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

	Subtotal	Tax (10%)	Total
VDM	$ 6,803.05	$ 680.31	$ 7,483.36
SYMS	$ 10,770.00	$ 1,077.00	$ 11,847.00
Willow	$ 2,243.75	$ 224.38	$ 2,468.13
La Mirada	$ 1,077.00	$ 107.70	$ 1,184.70
Smythe	$ 2,154.00	$ 215.40	$ 2,369.40
Sunset	$ 2,154.00	$ 215.40	$ 2,369.40
OVH	$ 3,051.50	$ 305.15	$ 3,356.65
	$ 28,253.30	$ 2,825.34	$ 31,078.64

Digital Access	$ 812.13	VDM
	$ 728.75	SYMS
	$ 32,619.52	

CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Vista Del Mar Middle School
Contact for Materials	Irene Herrera-Cevallos
Contact Email Address:	irene.herrera-cevallos@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3999
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Irene Herrera-Cevallos
Phone	(619)428-4476, Ext 3999
Email	irene.herrera-cevallos@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	165	$ 2,961.75	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	214	$ 3,841.30	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$6,803.05

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$6,803.05
Shipping (10%)	$680.31
Overall Total	**$7,483.36**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the...

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard

VPM

This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address	250 Vesey Street New York, New York 10281 United States	Created Date	3/22/2021
		Expiration Date	10/1/2021
		Quote Number	00042303

Prepared By	Daniel Rochat
Email	drochat@collegeboard.org

Bill To Name	San Ysidro School District
Bill To	4350 Otay Mesa Rd San Ysidro, California 92173-1617 United States

Product	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price
SpringBoard Math Integrated I + Digital Access-2017	$18.95	34	$644.30	$0.00	$644.30
SpringBoard Math Integrated I TE-2017	$94.00	1	$94.00	$0.00	$94.00

Subtotal	$738.30
Total Discount Amount	$0.00
Total Price	$738.30
Shipping and Handling	$73.83
Grand Total	$812.13

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Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

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Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
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General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to

any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate

Signature (must be hand-signed):

Date:

Please return hand-signed quote accompanied by
purchase order or
copy of check to:
Email – springboardorders@collegeboard.org
/ Fax: 646.607.2881

CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	San Ysidro Middle School
Contact for Materials	Maria Rodriguez
Contact Email Address:	maria.rodriguez@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3299
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Maria Rodriguez(
Phone	(619)428-4476, Ext 3299
Email	maria.rodriguez@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	300	$ 5,385.00	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	300	$ 5,385.00	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$10,770.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$10,770.00
Shipping (10%)	$1,077.00
Overall Total	**$11,847.00**

Continue to Page 4 for Terms and Conditions

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Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard

SYMS

This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address	250 Vesey Street New York, New York 10281 United States	Created Date	3/22/2021
		Expiration Date	10/1/2021
		Quote Number	00042302

Prepared By	Daniel Rochat
Email	drochat@collegeboard.org

Bill To Name	San Ysidro School District
Bill To	4350 Otay Mesa Rd San Ysidro, California 92173-1617 United States

Product	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price
SpringBoard Math Integrated I + Digital Access-2017	$18.95	30	$568.50	$0.00	$568.50
SpringBoard Math Integrated I TE-2017	$94.00	1	$94.00	$0.00	$94.00

Subtotal	$662.50
Total Discount Amount	$0.00
Total Price	$662.50
Shipping and Handling	$66.25
Grand Total	$728.75

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the

products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense,disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to

any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

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Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

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Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

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Signature (must be hand-signed):

Date:

Please return hand-signed quote accompanied by
purchase order or
copy of check to:
Email – springboardorders@collegeboard.org
/ Fax: 646.607.2881

CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Willow Elementary
Contact for Materials	Manuel Bojorquez
Contact Email Address:	manuel.bojorquez@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3799
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Manuel Bojorquez
Phone	(619)428-4476, Ext 799
Email	manuel.bojorquez@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	125	$ 2,243.75	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,243.75

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

Completed 4/9/2021

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,243.75
Shipping (10%)	$224.38
Overall Total	**$2,468.13**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Laura English
Contact Email Address:	alma.english@sysdschools.org
Contact Phone:	(619)428-4476, Ext. 3499
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact: Laura English
Phone: (619)428-4476, Ext. 3499
Email: alma.english@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	60	$ 1,077.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,077.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

Completed 4/9/2021

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$1,077.00
Shipping (10%)	$107.70
Overall Total	**$1,184.70**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Russell Little
Contact Email Address:	russell.little@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3599
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Russell Little
Phone	(619)428-4476, Ext 3599
Email	russell.little@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	120	$ 2,154.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,154.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/school indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

Completed 4/9/2021

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,154.00
Shipping (10%)	$215.40
Overall Total	**$2,369.40**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

SpringBoard – Material Terms and Conditions (2021-2022)

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Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elementary
Contact for Materials	Efrain Burciaga
Contact Email Address:	efrain.burciaga@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3699
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Efrain Burciaga
Phone	(428-4476, Ext 3699
Email	efrain.burciaga@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	120	$ 2,154.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,154.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,154.00
Shipping (10%)	$215.40
Overall Total	**$2,369.40**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

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Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2021-2022 California Materials Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Ocean View Hills Elementary
Contact for Materials	Consuelo Carranza
Contact Email Address:	consuelo.carranza@sysdschools.org
Contact Phone:	(619)428-4476, Ext 3899
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Consuelo Carranza
Phone	(619)428-4476, Ext 3899
Email	consuelo.carranza@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	170	$ 3,051.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,051.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2021-2022 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$3,051.50
Shipping (10%)	$305.15
Overall Total	**$3,356.65**

Continue to Page 4 for Terms and Conditions

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Policies

SpringBoard – Material Terms and Conditions (2021-2022)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the

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Use of Cookies.
A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights.
The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR AUDITING SERVICES

BACKGROUND INFORMATION:
California Education Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested.

The District would like to renew the agreement with Wilkinson Hadley King & Co. LLP who will be responsible for the District's complete audit which includes planning, review of internal controls and a financial and compliance review. This agreement is for a three-year period 2020-21, 2021-22, and 2022-23.

COST IMPLICATIONS:

Audit	2020-21	$19,200.00
	2021-22	$19,700.00
	2022-23	$20,200.00
Total:		$59,100.00

Hourly Rates for additional services may apply as indicated on proposal.

RECOMMENDATION:
Approve the renewal of the agreement with Wilkinson Hadley King & Co. LLP for auditing services for the next three fiscal years at an estimated cost of $59,100.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

$59,100.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CONTRACT FOR ANNUAL AUDIT OF
K-12 SCHOOL DISTRICTS
(Three Year Contract)

San Ysidro School District

This contract entered into this 8 day of April, 2021 between San Ysidro School District of San Diego County, California, hereinafter called the District and Wilkinson Hadley King & Co. LLP hereinafter called the Accountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The District, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of all funds and of the books and accounts of the District.

Article 2. SCOPE OF AUDIT: The audit shall include all funds of the District including the student body and cafeteria funds and accounts, and any other funds under the control or jurisdiction of the District.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2020-21 through 2022-23 school years, to wit, the period commencing July 1, 2020, and ending June 30, 2023.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the District.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled *Guide for Audits of California K-12 Local Education Agencies and State Reporting* (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence July 1, 2020, or as soon thereafter as the District may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the District not later than December 15 annually. The Accountant will furnish the school district copies of the audit in sufficient number for distribution to each member of the governing board and for the District's chief administrative officer and shall provide one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The District agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

	2020-21	2021-22	2022-23
Financial Audit of District	$19,200	$19,700	$20,200

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

Classification	Rate
Senior Partner	$ 175
Partner	$ 150
Senior Manager	$ 125
Manager	$ 100
Senior Accountant	$ 95
Staff Accountant	$ 75
Clerical	$ 45

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the District on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null and void if the audit firm or individual is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the District, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract. Some audit work may be performed by non certified partners of the firm.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the District.

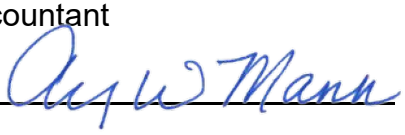
Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 15. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Wilkinson Hadley King & Co. LLP

Accountant

By 

Aubrey W. Mann, Partner

Dated: April 8, 2021

San Ysidro School District
of San Diego County, California

By_____

On_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AND MAINTENANCE AGREEMENT WITH LUCID8 LLC

BACKGROUND INFORMATION:
In the past the District transitioned from the older and failing Microsoft Exchange email server to Google Gmail. During the process active email accounts were migrated from the old system to Gmail, leaving inactive email accounts on the older Exchange server.

The District Technology Department in partnership with Vector will use this software to archive these older emails then dismantle our older Exchange server. This project has three main purposes, first to complete the domain migration from the old @sysd.k12.ca.us domain to the new @sysdschools.org. Second, to remove a very old and no longer needed Exchange Server that poses a network security hazard due to no longer being supported by Microsoft. Third, to free up storage space.

Lucid8 has created a software package called DigiScope which will allow the District to extract all of the emails on our older, beyond its useful life Microsoft Exchange server and archive them on to a secure data storage SAN on our network for future access if needed.

Below is an itemized breakdown of the costs:

Lucid8	
DigiScope Perpetual	$995.00
DigiScope Support Maintenance (3-years)	$500
DigiScope PST	$0
Total 36 Month Cost	**$1,495.00**

RECOMMENDATION:
Approve the agreement with Lucid8 LLC for the DigiScope Perpetual License and 3-year maintenance support to update the email server at a cost of $1,495.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$1,495.00 (Amount)

General Funds (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Create eQuote Of Purchase Lucid8 Products

Quote To:

Todd Lewis
San Ysidro School District
4350 Otay Mesa Rd.
San Ysdiro, California 92173

Phone: 619-428-4476 ext: 3062
Email: todd.lewis@sysdschools.org

Lucid8 LLC
8452 N Mercer Way Mercer Island, WA 98040
Phone: 425.451.2595
Fax: 425.242.6303
www.Lucid8.com

Bill To:

Todd Lewis
San Ysidro School District
4350 Otay Mesa Rd.
San Ysdiro, California 92173
United States
Phone: 619-428-4476 ext: 3062

Purchase /Modify/ Cancel

Quote No.: 169925-01222021-3
Valid Through: Monday, February 22, 2021
Date Quoted: Friday, January 22, 2021
Quoted By: Todd Lewis
Email: todd.lewis@sysdschools.org
Phone: 619-428-4476 ext: 3062

Comments/Questions:

Quote details

Product	Price
DigiScope Perpetual	$ 995.00
(Three (3) Years) DigiScope Support Maintenance	$ 500.00
DigiScope PST	$ 00.00
Source/Target Count: 1	

Total:	$ 1,495.00
Tax:	$ N/A
Grand Total:	$ 1,495.00

Where can I find the DigiScope EULA?

Modified on: Thu, 8 Nov, 2018 at 9:23 PM

IMPORTANT: Read this before installing or using any copy of Lucid8® LLC DigiScope® **Exchange server management software** (the "SOFTWARE"), regardless of whether such SOFTWARE was distributed to you electronically and/or included on the CD or disk media provided to you with this License Agreement.

If you do not agree to the terms and conditions of the following License Agreement and you:

A. Purchased a license for the SOFTWARE in a package containing a CD-ROM or other disk media, return those items intact, together with the other components of the product, to the place of purchase for a refund of the purchase price.

B. Purchased a license for the SOFTWARE online, securely destroy all copies of the SOFTWARE and related documentation, terminate all use thereof and follow the directions posted online for obtaining a refund.

C. Obtained the SOFTWARE on a demo, trial or other no-charge basis, securely destroy all copies of the SOFTWARE and related documentation and terminate all use thereof.

REGARDLESS OF THE MEANS BY WHICH YOU ACQUIRED THE SOFTWARE, IF YOU DO NOT ACCEPT THE FOLLOWING TERMS AND CONDITIONS, YOU MUST DESTROY OR RETURN ALL COPIES OF THE SOFTWARE, AND NONE MAY BE RETAINED FOR USE, ARCHIVING OR ANY OTHER PURPOSE WHATSOEVER.

The following terms and conditions represent a binding legal License Agreement between you (the individual or business or other entity seeking rights to use the SOFTWARE) as licensee and Lucid8® LLC as licensor. INSTALLATION OR USE OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. "SOFTWARE" DEFINED. For purposes of this License Agreement, the term "SOFTWARE" includes all software furnished to you for use in connection with the DigiScope® application, including software owned by a party other than Lucid8® LLC or which is covered by a separate license offered or granted by a person other than Lucid8® LLC ("third party software").

2. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. The SOFTWARE and any accompanying documentation are the proprietary products of Lucid8® LLC or its licensors and are protected under state, federal and foreign laws and international treaty provisions pertaining to copyrights, trademarks, service marks patents and/or other proprietary rights. Ownership of the SOFTWARE and all copies, modifications, translations, and merged portions thereof shall at all times remain with Lucid8® LLC or its licensors, and no rights are granted to you as licensee except as expressly set forth in this License Agreement.

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4. PERSONAL LICENSE - RESTRICTIONS ON TRANSFER - NONDISCLOSURE. This license is personal to you and may be used only by you, the licensee. Neither the SOFTWARE nor any accompanying documentation nor any rights granted by this License Agreement may be sublicensed, assigned, leased, loaned, sold, or otherwise transferred without the prior express written consent of Lucid8® LLC, which may be withheld in its discretion. Any purported transfer made without such consent shall be null and void. Notwithstanding the foregoing, however, in the event that the server computer on which the SOFTWARE has been installed is transferred to a business entity which owns or is owned by or under common control with you, your rights under this License Agreement may be assigned to such business entity with the server upon written notice to Lucid8® LLC. You shall observe complete confidentiality with respect to the SOFTWARE including all related pricing, functionality, performance, benchmarks, documentation and other information regarding the SOFTWARE which is not generally known to the public, and shall use your best efforts and take all reasonable steps to protect the SOFTWARE from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. You shall promptly notify Lucid8® LLC of any known unauthorized use or disclosure of the SOFTWARE and will cooperate with Lucid8® LLC in any litigation brought by Lucid8® LLC against third parties to protect its proprietary rights.

5. LICENSE LIMITATIONS. If you have obtained the SOFTWARE on a demo or trial basis, this License permits the SOFTWARE to be installed and used by you only for the purpose of determining whether to purchase a license to the SOFTWARE for your own use, and is subject to further time or other restrictions posted online as part of the SOFTWARE download process. If you have purchased a perpetual "Named Database" license, this License Agreement permits the SOFTWARE to be installed and used for an unlimited period of time on any computer which you own, lease or otherwise have a right to access, but only with respect to the Exchange database(s) designated at the time of SOFTWARE license generation. If you have purchased a project based "Named Database" license for a specific time period, this License Agreement permits the SOFTWARE to be installed and used during the designated time period on any computer which you own, lease or otherwise have a right to access, but only with respect to the Exchange database(s) designated at the time of SOFTWARE license generation. Once a "Named Database" license has been issued to you, that SOFTWARE license may not be used with respect to any other Exchange database(s). If you have purchased a "Universal" license, this License Agreement permits you to install the SOFTWARE on the computer(s) owned or leased by you as specified at the time of SOFTWARE license generation, for the purpose of accessing information on any Exchange Server(s), group(s) and database(s) for which you have the right to access, but only for the time period designated at the time the license is purchased. A "Universal" license on good standing may be revoked and then transferred to a computer other than the one upon which the SOFTWARE was originally installed and registered by following the process designated by Licensor at the time of the request. Any such transfer shall not extend the time period of the license.

6. USE BY SERVICE PROVIDERS. If you contract with a third party who performs software implementation, configuration, consulting or outsourcing services ("Service Provider"), the Service Provider may use the SOFTWARE and related documentation licensed by you hereunder solely for purposes of providing such services to you, provided that (i) you ensure that the Service Provider uses the SOFTWARE and related documentation in accordance with the terms of this License Agreement including but not limited to the export restrictions set forth herein; and (ii) neither you nor the Service Provider are Lucid8® LLC competitors or acting on behalf of a Lucid8® LLC competitor. You are jointly and severally liable to Lucid8 for the acts and omissions of your Service Providers in connection with their use of the SOFTWARE and related documentation. If you are a Service Provider, you may use the SOFTWARE in providing services to your customers, provide that (a) you use the SOFTWARE and related documentation in accordance with the terms of this License Agreement, including but not limited to the export restrictions set forth herein; and (b) you are not a Lucid8® LLC competitor or acting on behalf of a Lucid8® LLC competitor.

7. NON-PERMITTED USES. Without the express prior written permission of Lucid8® LLC, you may not (a) use, copy, modify, alter or transfer, electronically or otherwise, the SOFTWARE or documentation except as expressly permitted in this License Agreement, (b) translate, reverse program, disassemble, decompile, or otherwise reverse engineer the SOFTWARE; (c) create derivative works (as defined by U.S. copyright laws) incorporating or based upon the SOFTWARE or any portion thereof; or (d) test, benchmark or otherwise use the SOFTWARE for the purpose of creating, designing, modifying or evaluating software offered by you or third parties in competition with Lucid8® LLC.

8. MAINTENANCE AND SUPPORT. Lucid8® LLC may provide you with customer support and/or SOFTWARE upgrades, enhancements or modifications, for a separate charge and pursuant to the terms posted on the Lucid8® LLC website, as such terms may change from time to time. All upgrades, enhancements or modifications to the SOFTWARE, and all support information pertaining thereto, shall be deemed to be part of the SOFTWARE licensed by this agreement, and all rights of usage thereof shall terminate upon the termination of this license.

9. TERM. This license is effective from your date of purchase and shall remain in force until terminated or until the designated time period of the license expires, whichever is earlier. You may terminate the license and this License Agreement at any time by destroying the SOFTWARE and the accompanying documentation, together with all copies in any form. Lucid8® LLC may terminate your rights under this License Agreement for good cause, including the failure to make timely payment of any amounts due to Lucid8® LLC, and all such rights shall be deemed terminated in the event that you use or permit others to use the SOFTWARE in violation of the terms of this License Agreement.

10. CLIENT REFERENCE. Lucid8® LLC may include your entity's name in listings of Lucid8 software licensees published on its website or in other promotional materials.

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For further information: Should you have any questions concerning this Agreement, or if you desire to contact Lucid8® LLC for any reason, please write:

Lucid8® LLC
8452 North Mercer Way Mercer Island, WA 98040, U.S.A.

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Support and Maintenance

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Support & Maintenance Program Features	Silver	Gold	Platinum	Project Based / Universal License	Project Based / Universal License Term of 1 Year+
Program Term	1 Year	2 Years	3 Years	License Term	License Term
Knowledge Base Access					
Priority E-mail Support					
Remote Support					
FREE Updates/Upgrades					
Invitation to Beta Releases					
Standard Support	**Monday - Friday** 9:30 AM to 5:00 PM Pacific Time	**Monday - Friday** 9:00 AM to 5:00 PM Pacific Time	**Monday - Friday** 8:30 AM to 6:00 PM Pacific Time	**Monday - Friday** 9:00 AM to 6:00 PM Pacific Time	**Monday - Friday** 8:30 AM to 6:00 PM Pacific Time
Weekend Support	**Saturday-Sunday** 9:30 AM to 5:00 PM Pacific Time	**Saturday-Sunday** 9:30 AM to 5:00 PM Pacific Time	**Saturday-Sunday** 9:30 AM to 5:00 PM Pacific Time	**Saturday-Sunday** 9:30 AM to 5:00 PM Pacific Time	**Saturday-Sunday** 9:30 AM to 5:00 PM Pacific Time
After Hours Support	5:00PM to 8:00AM Pacific Time	5:00PM to 8:00AM Pacific Time	6:00PM to 8:00AM Pacific Time	6:00PM to 8:00AM Pacific Time	6:00PM to 8:00AM Pacific Time

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
David Farkas, Ed.D.
Assistant Superintendent of Educational Leadership, Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE STUART FOUNDATION IN PARTNERSHIP WITH THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) AND THE CALIFORNIANS DEDICATED TO EDUCATION FOUNDATION (CDEF) - EQUITY MINI GRANT

BACKGROUND INFORMATION:
State Superintendent of Public Instruction Tony Thurmond announced that the California Department of Education (CDE) has selected 12 recipients of mini grants, totaling more than $240,000 that will fund local efforts across the state to address equity and opportunity gaps through supporting educator and student needs in distance learning, in-person instruction, and hybrid models.

Since the applications were announced in December 2020 as part of CDE's ongoing efforts to address the COVID-19 pandemic's continued impact on students, more than 400 schools and districts across California applied for the grants, which are funded by contributions from philanthropic partners. The funds must be used to advance equity and close opportunity and access gaps. The grantees are given discretion to decide how they will address the topic of equity. It's been an unprecedented, unpredictable year for our schools, and California's educators have been looking for resources and support to ensure that students can still attend class, access a great education, and learn and achieve during the pandemic.

The San Ysidro School District is one of the school districts awarded the Equity Mini Grant in the amount of $20,000.00 to provide support services to students and families to address the academic and technological needs.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding with the Stuart Foundation in partnership with the California Department of Education (CDE) and the Californians Dedicated to Education Foundation (CDEF) awarding the Equity Mini Grant to the San Ysidro School District in the amount of $20,000.00. These funds will provide support services to students and families to address the academic and technological needs of students and families.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

GRANT AWARD $20,000.00 (Amount)	Equity Mini Grant (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Californians Dedicated to Education Foundation
Equity Mini Grant

Memorandum of Understanding (MOU)

The Stuart Foundation in partnership with the California Department of Education (CDE) and the Californians Dedicated to Education Foundation (CDEF) has provided mini grants for the advancement of equity and acceleration of learning. The CDEF, fiscal manager of the grant, will issue the grant that provides funding for an award period beginning February 2, 2021 until December 15, 2021. The total grant budget for this award is $20,000.

By signing and returning this memorandum of understanding (MOU), Grantee is agreeing to comply with all terms and conditions stated herein. The Grantee shall adhere to the project progress and reporting outline in Section A below. Grantee shall use all funds only for purposes of carrying out this grant project in accordance with Section B below.

The grant award will be processed upon receipt of the signed MOU. The MOU must be signed by an authorized agent, who will be the main contact person for the CDE, and the district superintendent and returned to the CDE within 10 working days from the date of notification. Grantee should specify below the name of the institution to which the grant will be issued, the contact name, and address for mailing purposes.

All funds must be utilized to advance equity and/or to close equity gaps. Grantees are given the agency to decide how they will address the topic of equity.

For example, grantees can address equity and opportunity gaps by utilizing the funds to target educators' or students' needs with in-person instruction or distance learning.

Funds could be used to support educator and/or staff professional development that has been proven to be successful in targeting and/or closing equity gaps. Professional development could be in the form of training or a coaching program. Funds can be used towards stipends for coaches who assist teachers and/or students in adjusting to the current distance learning landscape.

Funds can also be used for purchasing items needed due to inequity; however, they should not be solely used for the purpose of purchasing.

Funds can be used to support activities that address equity gaps in the form of community and family engagement. For instance, families who have been disengaged with schools may benefit from activities that support and strengthen engagement. Funding can be used to support activities that have been proven to strengthen family connection and involvement with their children's learning.

Grantee acknowledges that its performance under the grant is subject to review and audit, and Grantee agrees to keep and maintain records evidencing its performance and compliance for a period of at least five years.

Mini Grant Recipient (grantee): San Ysidro School District Dr. David Farkas

Mini Grant Amount: $20,000

By signing this memorandum of understanding, Grantee acknowledges and agrees to comply with all conditions and requirements in above and in Attachment A.

Gina A.Potter	Gina A. Potter	2/9/21
District Superintendent Print First & Last Name	Signature	Date
	2/9/21	
Authorized Agent Signature	Date	
Jessica Howard, CEO of CDE Foundation	Date	

Grant Issuance Information

Name of Institution: San Ysidro School District

Address: 4350 Otay Mesa Rd. San Ysidro, CA 92173

Contact (Authorized Agent) Name: David Farkas

Email: david.farkas@sysdschools.org

Phone number: 858-245-8855

Attachment A — Mini Grant Terms and Conditions

A. Project Progress and Reporting

Project Progress

- **Project lead or leads:** Grantee will designate project lead or leads to uphold responsibility of communication between Grantee and CDE. Project lead or leads will also be responsible for providing updates regarding the Grantee's project and progress.

- **Progress tracking**: Grantee is responsible for establishing and maintaining processes to track progress and outcomes. Progress and outcomes tracking shall be clearly defined along with pre and post measures to show impact of initiatives taken.

Reporting

- **Project Plan Reporting:** Grantee shall establish a project plan outline, including clearly defined pre and post measures. The project plan outline shall include a budget outline of planned expenditures. The project plan outline shall be submitted to the CDE prior to plan initiation.

- **Project Plan Progress Reporting:** Grantee shall provide a progress report with updates on plan initiatives. Progress report shall include updates on budget and expenditures and should be submitted at the mid-point of Grantee's plan progress.

- **Plan Completion Reporting:** Grantee shall submit a final report at plan completion. Final report shall include pre and post measures indicating outcomes and impact. Final report shall also include future plans to continue and/or sustain work initiated and/or supported by this grant program.

- **Reporting Expenditures:** Grantee shall include final budget and expenditure report upon project completion. Evidence of expenditures such as invoices and receipts shall be included.

B. Use of Funds/Potential Subcontracts/Intellectual Property

Allowable Activities and Costs

Generally, all expenditures must contribute to accomplishing the project's goals and activities—that is, to advance equity and to close achievement gaps.

Allowable expenditures may include, but are not limited to, the following:

- Service contracts and sub agreements with selected organizations with expertise in addressing and advancing equity and achievement gaps.

- Training supplies/materials to support the project's goals and activities such as reading materials, videos, and/or pre-recorded presentations.

- Payment or stipends to teachers for contributions to addressing student needs in advancing equity.

- Stipends for teachers and staff to direct and implement project activities, serve as liaison to the CDE, and carry out various duties specified in Section B. These duties include, but are not limited to, overall coordination of the project; project development; and project writing, editing, and revising.

Non-allowable Activities and Costs

Funds provided under this grant may not be used to:

- Supplant existing funding or efforts, including costs otherwise necessary to operate a school or program without this grant.
- Travel to professional conferences, unless it is demonstrated that attendance at a meeting will directly and significantly advance the project and is approved by the CDE.
- Acquire equipment for administrative or personal use.
- Purchase furniture (e.g., bookcases, chairs, desks, file cabinets, tables).
- Purchase or remodel facilities unless approved by the CDE.
- Purchase promotional items such as bumper stickers, pencils, pens, or T-shirts.
- Purchase subscriptions to journals or magazines.
- Travel outside of the United States.
- Provide activities or services not directly related to the purpose of this grant program.

Factors Affecting Allowability of Costs

Except where otherwise authorized by statute, costs under this grant must also meet the following general criteria in order to be allowable:

- Be accorded consistent treatment. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose, in like circumstances, has been allocated to the grant as an indirect cost.
- Be determined in accordance with generally accepted accounting principles.

Direct Costs

Direct costs for this grant are those costs that can be identified specifically with a particular final cost objective. Costs incurred for the same purpose, in like circumstances, must be treated consistently as either direct or indirect costs.

The salaries of administrative and clerical staff are typically treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity.
- Individuals involved can be specifically identified with the project or activity.
- Such costs are explicitly included in the budget or have the prior written approval of the CDE.

- The costs are not also recovered as indirect costs.

Administrative Indirect Cost Rate

The Equity mini grants are intended to advance equity and close achievement gaps. Therefore, the administrative indirect cost rate is 0% of the grant award amount.

Expending within Budget

Grantee has prepared a general budget attached hereto as Exhibit 1 (Budget). Grantee agrees to spend the grant funds in accordance with the Budget, which may be amended upon a request granted in writing by the CDE Grant Monitor.

Ownership of Materials and Intellectual Property Rights

In developing all curriculum, guidance, and resources contemplated by the grant (Materials), Grantee shall ensure that no third party's rights (including but not limited to copyrights or other intellectual property rights, and individuals' rights to privacy and publicity) are violated or may be violated by any future use of the Materials by the CDE or SBE. Grantee agrees that it shall not acquire any property right or copyright or other intellectual property right in the Materials, and that all such rights in the Materials shall vest exclusively in CDE.

Potential Subcontracts

Grantee may enter into appropriate contracts or agreements (Subcontracts) with others, as necessary, to carry out its grant activities. Nothing contained in these grant terms and conditions, or otherwise, shall create any contractual or employment relationship between the State (and/or the CDE or SBE) and any of Grantee's contractors, subcontractors or employees. Subcontracts shall not relieve Grantee of its responsibilities and obligations under the grant. Grantee agrees to be as fully responsible to CDE for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. The Grantee's obligation to pay its subcontractors is its own independent obligation, and the State (and/or the CDE or SBE) shall have no obligation to pay or to enforce the payment of moneys to any subcontractor.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 15, 2021

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LEARNING GENIE INC.

BACKGROUND INFORMATION:
The Preschool Program will pilot the Learning Genie Program's Modules which include the following:

- Contactless Attendance Module with Health Screening
- Portfolio and Assessment Module (PA)
- DRDP Data Module
- Family Engagement Module (FE-S) (no cost)*

These modules will provide a contactless solution to minimize COVID related risks by allowing for parents to download the Learning Genie App for Parents to sign in/out children from their device with digital signature, together with digital health screening forms. All district preschool teachers have been provided with an iPad to assist any parent that does not have a device. In addition, staff will be able to take attendance, monitor data, and print attendance and other required reports set by the Department of Education's Early Learning and Care Division directly from the Dashboard.

The cost implications for 2021-22 is $4,550.00. The remainder of 2020-21 (April-June 2021) will be Pilot months at no cost to the District. *The District was awarded the Heroes Grant in the amount of $2,100.00 for the Family Engagement Module.

RECOMMENDATION:
Accept the Heroes Grant in the amount of $2,100.00 and approve the agreement with Learning Genie Inc. to provide Contactless Modules for attendance and reporting solutions from April 2021 to June 2022 at a cost of $4,550.00 from the Preschool & Child Development Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,550.00	Preschool & Child Development Programs
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Learning Genie Inc.
5868 Owens Ave Suite 250
Carlsbad, CA 92008
(760) 576-4822
elly.s@learning-genie.com
www.learning-genie.com

Quote

ADDRESS
Nancy Serrano
San Ysidro School District
1880 Smythe Ave.
San Ysidro, CA 92173 USA

QUOTE # ES-18
DATE 03/24/2021
EXPIRATION DATE 03/31/2021

PREPARED BY	ACCOUNT EXECUTIVE	SERVICE END DATE
Monica Castaneda	Monica Castaneda	06/30/2022

SERVICE DATE	SKU	ACTIVITY	QTY	RATE	AMOUNT
07/01/2021	PA-Module	**Portfolio and Assessment Module (PA)** This module enables easy collection and tracking of child assessment data (DRDP2015 or other standards), including child observation notes with evidence, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress. ($7 per child per year)	350	7.00	2,450.00
07/01/2021	DRDP Data Module	**DRDP Data Module** This module enables teachers and administrators to directly sync DRDP assessment data (raw score and demographic data) to DRDPOnline upon completion. It will retrieve children domain level scores and distributes CDE approved DRDP reports on child, class, center, group/cohort, and agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, and quality monitoring and improvement for better child and program outcomes. * The fee is charged for data management and transfer between Learning Genie and DRDPOnline and data visualization in Learning genie. All CDE reports are free of charge. ($3 per child per year)	350	3.00	1,050.00

SERVICE DATE	SKU	ACTIVITY	QTY	RATE	AMOUNT
07/01/2021	Contactless Attendance Module with Health Screening	**Contactless Attendance Module with Health Screening** This module provides a contactless solution to minimize COVID related risks by allowing for parents to sign in/out children contactless from their device with digital signature, together with digital health screening forms. Staff can take attendance, monitor data and print attendance reports from the Dashboard. ($3 per child per year)	350	3.00	1,050.00
07/01/2021	HEROES-GRANT	**HEROES GRANT** Grant awarded to agencies who applied for HEROES program.	350	-6.00	-2,100.00
07/01/2021	FE-S Module	**Family Engagement Module (FE-S)** This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data and reports on how families are engaged and its impact to quality.	350	6.00	2,100.00

Agency is beginning in April (April through June 30th will be Pilot Months-No Cost)

TOTAL **$4,550.00**

Thank you for your interest in Learning Genie. Please refer to the Quote attached, and let us know if you have any questions. If everything looks good and you accept the quote, we would appreciate you send us the signed quote back in a timely manner.

The Learning Genie Term of Use, Privacy Policy, FERPA, AB1585, SB1177 compliance statements are available at www.learning-genie.com. Please review and contact us for questions. Additional fees will apply if the child count on your account increases by more than 20 active children. In this case, your original invoice and/or contract will be amended.

Accepted By

Accepted Date

TERMS OF SERVICE AGREEMENT

Effective Date: July 12, 2019

To view prior versions, click here.

This Terms of Service agreement ("Agreement") is a legal agreement between you and Learning Genie, Inc. ("Learning Genie"), and governs how you may use and manage your Learning Genie account and the Service you receive via that access. When you establish an account with us, you agree to abide by the terms and conditions of this Agreement.
NOTE: THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS.

1.

Service Description. For the purposes of this Agreement, the term "Service" means the Internet platform and associated mobile application provided by Learning Genie, together with all software applications, proprietary or otherwise, that comprise the Platform, and any updates, upgrades, derivatives, improvements, enhancements, or extensions of the same. The Service subject to this Agreement also encompasses the Learning Genie Website, together with all copy, graphics, photographs, videos, documentation, and other content.
(a) What the Service Does: The Service has been developed to enable learning institutions to track and evaluate student progress. Among other features, the Service allows teachers and other authorized users to share information regarding student activities with Administrators and Parents, including (but not limited to) progress reports, portfolios, classroom activities, photographs, messages, external links, and assessments via the Learning Genie website and mobile application, in order foster collaboration between all parties involved in order to improve the learning process.

(b) Who can use the Service: School officials such as directors, principals, and district supervisors (collectively "Administrators") are intended to be the primary account holders. After establishing an account, Administrators then authorize teachers, assistant teachers, and other school personnel (collectively "Teachers") to access the service, who in turn provide access to parents or legal guardians (collectively "Parents") to enable them to view reports and access classroom activities.

2.

FERPA Compliance Statement. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Under FERPA, the student information they document using the Service does not constitute an official education record, but instead constitutes Directory Information as that term is defined in FERPA. Subject to certain exceptions, a school or district cannot disclose personally identifiable information recorded in a student's educational record to a third-party provider such as Learning Genie without the written consent of the student's parents or legal guardians. The exceptions to this prohibition include Directory Information such as that recorded using the Learning Genie Service. As a School Official or Institution providing Directory Information or any other information to Learning Genie, you hereby represent and warrant that your institution has:
(a) Complied with the Directory Information exception, which includes informing parents what information the Institution deems to be Directory Information, and giving parents a reasonable opportunity to opt-out of the disclosure of such information;

(b) Complied with the FERPA School Official Exception by informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers, and defines "Legitimate Educational Interest" to include services such as the type provided by Learning Genie;

(c) Obtained all necessary parental written consent to share the Directory Information and Educational Records with Learning Genie, in each case, solely to enable Learning Genie to provide the Service.

Further in compliance with FERPA, Learning Genie will: (i) grant Administrators direct control of the use and maintenance of the information provided to Learning Genie in accordance with their policies; (b) comply with Administrators' data retention, archival, and destruction requirements throughout the term of this Agreement and afterwards; and (c) provide access to information to parents when to do so for the purposes of correcting any inaccuracies therein. For more information on FERPA, click here.

3.
AB 1584 Compliance Statement. Pursuant to California AB 1584, as codified in Section 49073.1 of the California Education Code, Learning Genie represents and warrants as follows:
(a) Ownership of Pupil Records: Any and all Pupil Records provided to Learning Genie, or to which Learning Genie has been granted access, are and shall remain the

sole property of the School District or educational agency (collectively, “School District”) that provided or granted access to such records.

(b) Pupil-Generated Content: The Learning Genie System does not collect or store any Pupil-Generated content. In the event the System is updated to incorporate such a feature, Learning Genie shall amend this Statement to describe the means by which pupils may retain possession and control of pupil-generated content.

(c) Third Party Access and Use: Learning Genie prohibits all third parties from accessing or utilizing any Pupil Record for any purpose other than those required by or permitted by the contract for Learning Genie’s services.

(d) Parent and Pupil Review Procedures: The System enables any Authorized User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Pupil Records, and to correct erroneous information, in accordance with procedures established by the School District.

(e) Security and Confidentiality of Pupil Records: Learning Genie has designated a Security Compliance Officer (SCO), who is responsible for: (i) ensuring that Learning Genie servers are protected against unauthorized access to the greatest degree possible; (ii) limiting employee access to Pupil Records to whatever extent is required for them to perform their job functions; and (iii) training employees in data security procedures to further ensure compliance with company data security policies.

(f) Unauthorized Disclosure: In the event any Pupil Records are inadvertently disclosed via outside data breach or for any other reason, the SCO shall notify the School District that owns such records immediately upon the discovery of such inadvertent disclosure. The School District may in turn utilize the System to notify affected parents, legal guardians, or eligible pupils via posts within the System, emails, or in such other manner as the School District deems appropriate.

(g) Post-Contract Data Deletion: Learning Genie hereby certifies that, upon the termination of a service contract with a School District, it shall isolate and permanently delete any and all Pupil Records belonging to such School District that may remain on the System, unless the School District or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any Data Records, Learning Genie shall first ensure that the School District has downloaded backups of the same.

(h) FERPA Compliance: Learning Genie offers School Districts utilizing the System the means to comply with their obligations under the Federal Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Authorized Users to inspect and review Pupil Records and to correct any inaccuracies therein as described in Section 4 of this Agreement.

(i) Prohibition Against Targeted Advertising: Learning Genie strictly prohibits the use of any personally identifiable information included in a Pupil Record to direct targeted advertising for any product or service. In furtherance of this prohibition, Learning Genie does not sell, trade, or rent any element of personally identifiable information to any third party.

For more information on AB 1584, click here.

4.

SB 1177 Compliance Statement. Pursuant to California SB 1177, as codified in Section 22584 of the California Business and Professions Code, Learning Genie represents and warrants as follows:

(a) Security Procedures: Learning Genie has designated a Security Compliance Officer (SCO), whose responsibilities are set forth in Section 5(d) of this Agreement;

(b) Authorized Deletion: Learning Genie will permanently delete any student information upon the request of an authorized school district or educator representative.

(c) Further in compliance with SB1177, Learning Genie does not:

(i) Use any element of personally identifiable information (PII) of any student for the purpose of directing targeted advertising on its website or application;
(ii) Use any information (including persistent unique identifiers), created on or gathered by the Service, to amass a profile about a K-12 student except in furtherance of K-12 school purposes;
(iii) Sell, trade, or rent any information relating to K-12 students to any third party for any purpose whatsoever;
(iv) Disclose any information created or gathered by the System unless such disclosure is authorized by the Code.
For more information on SB 1177, click here.

5.

End User License Agreement (EULA). Learning Genie hereby grants you a revocable, non-exclusive, non-transferable, limited right and license to access and use the Service.

The term of your License shall commence on the date that you create your account and will end if your account is terminated by either you or Learning Genie. Learning Genie reserves the right to immediately terminate your license if you use the Service in breach of the terms set forth herein. In addition to the other terms set forth in this Agreement, the License granted herein is premised on the following understandings:

(a) Payment: You must keep your account current in order to continue utilizing the Service. If you fail to pay for the Service as agreed, we reserve the right to freeze your account until it is made current or terminate the existing license.

(b) Ownership: This Agreement and License does not confer title, ownership, or any other rights concerning your use of the Service that are not set forth herein. Learning Genie retains all right, title and interest in and to the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof. The Service is protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Learning Genie. All rights not expressly granted to you herein are reserved by Learning Genie.

(c) General Restrictions: Violating any of the following restrictions may result in the immediate termination of your License. You agree not to: (i) post and share any information that is abusive, threatening, obscene, defamatory, libelous, or otherwise objectionable and offensive, (ii) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any third party; (iii) commercially exploit the Service in any manner; (iv) provide your password or otherwise grant access to your Learning Genie account to any third parties for any purpose whatsoever; (iv) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the System, or otherwise modify the same, in whole or in part; (v) use the Service to display material that may be subject to copyright protection without the express consent of the copyright owner; (vi) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the System; (vii) misrepresent the source of ownership of the System; or (viii) otherwise access or utilize the System in any manner other than permitted by this Agreement.

(d) Administrators and Teachers: Administrators and Teachers are strictly prohibited from using the Service in any manner that violates school policy or applicable regulations, or to otherwise use the Service in a manner that violates our Privacy Policy.

(e) Parents: Parents who choose to utilize the sharing features of the Service do so at their own risk. Any information that you willingly choose to share with another user

through the Service or in a publicly accessible area will be available to other users who access that content, and Learning Genie will not be held responsible for how others choose to use it. Parents are further required to follow any school regarding privacy and are forbidden from publicly sharing photographs that contain any child who is not their own, without the consent of that child's parent.

(f) Electronic Signature Policy: All documents, agreements, records, and other correspondence between and among any User of the Service and Learning Genie that require a signature to have legal effect shall be signed electronically in a manner consistent with the Electronic Signatures in Global and National Commerce Act, 15 USC 96, et. seq. Any electronically signed agreement shall be considered as valid and enforceable as an original, signed document.

6.

Representations and Warranties. The Service is made available to you in reliance upon the following representations and warranties: (i) You are a school administrator or have been authorized by an Administrator or Teacher to access the service; (ii) you will not use the Service for the purpose of violating any statute, rule, or regulation; (iii) you will not use the Service to facilitate the distribution of computer viruses, spyware, or any other malicious code; (iv) you will not use the Service to post information that infringes upon the proprietary rights of third parties, including without limitation intellectual property rights, or rights of publicity or privacy; and (vi) you will not use the Service in any manner other than as described herein.

7.

Copyright. We respond to properly submitted notices of alleged copyright infringement that comply with applicable law. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Under the U.S. Digital Millennium Copyright Act, our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Learning Genie
Attention: Copyright Agent
5868 Owens Avenue Suite 250,
Carlsbad, CA 92008

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you, and/or to terminate your account if it is determined that you knowingly posted infringing content.

8.

No Warranty. Learning Genie makes no representation or warranty that: (a) the Service will be free of errors, bugs, or glitches, or that any such error, bug, or glitch will be corrected; (b) servers that house the System are free of viruses or other malicious code; and (c) your use of the Service is in compliance with applicable regulations, including, without limitation, FERPA, AB1584, and SB1177. THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. LEARNING GENIE PROVIDES NO WARRANTIES WHATSOEVER REGARDING THE ACCURACY, RELIABILITY, OR DELIVERY OF THE SERVICE, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.
The Service may display advertisements for products and services offered by third parties. Learning Genie makes no guarantees about, and assumes no responsibility for, the content of such advertisements, or the availability, delivery, or performance of any product or service offered therein.

9.

General Release and Indemnification. In no event shall Learning Genie be liable to you or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Service, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond Learning Genie's control; (b) any delays in or failure of the Service to operate as described; (c) any use of the Service in violation of the terms of this Agreement. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You further agree to indemnify, hold harmless, and defend Learning Genie, together with its officers, directors, employees, agents, subsidiaries, and affiliates (the "Indemnified Parties"), from and against any claims, actions, proceedings, and suits (collectively "Claims") brought against Learning Genie by any third party that are associated with your use of the Service in any manner that violates this Agreement, and expressly agree to assume liability for any damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) that may be incurred by Learning Genie in connection with any Claim subject to this section.

10.

Arbitration Agreement and Class Action Waiver. You agree to arbitrate all disputes and claims that arise out of or relate to your use of the Service. Therefore, you agree that, by using the Service, you are waiving the right to a trial by jury or to participate in any class action based on or involving claims brought in a purported representative capacity on behalf of the general public, other users, or other persons similarly situated. This agreement to arbitrate includes, but is not limited to, claims arising out of or relating to the Service or your use thereof, regardless of when they may arise. It is understood and agreed that any arbitration proceeding may be conducted telephonically.

11.

Choice of Law; Forum. This document shall be governed in all respects by the laws of the United States and the State of California. Any claim or dispute you may have against us, whether subject to mandatory arbitration or otherwise, must be brought in San Diego County, California except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Los Angeles, California for the purpose of litigating all such claims or disputes. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim improperly, we may recover reasonable attorneys' fees and costs, provided that we have notified you in writing of the improperly filed claim and you have failed to withdraw the claim promptly.

12.

Modification and Notice of Changes. We reserve the right to change, modify, add or remove portions of this Agreement, without advance notice to you. We will notify you of any such changes by placing a written notice on the sign-in page, together with a link to the amended version. The amended version will include a link to previous versions. Except as stated elsewhere, such amended terms will be effective immediately and without further notice. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes.

13.

Questions. Please direct any questions concerning this Agreement via email to help@learning-genie.com.

Proposal for

San Ysidro School District

Created by:
Monica Castaneda
Learning Genie Inc.

Prepared for:
Nancy Serrano
San Ysidro School District

Table of Contents

Software Suite

Trusted and Proven

Safe and Secure

Integration with SIS Partners

Customer Order

Professional Development Training

Payment terms & instructions

Sign here to subscribe

Learning Genie

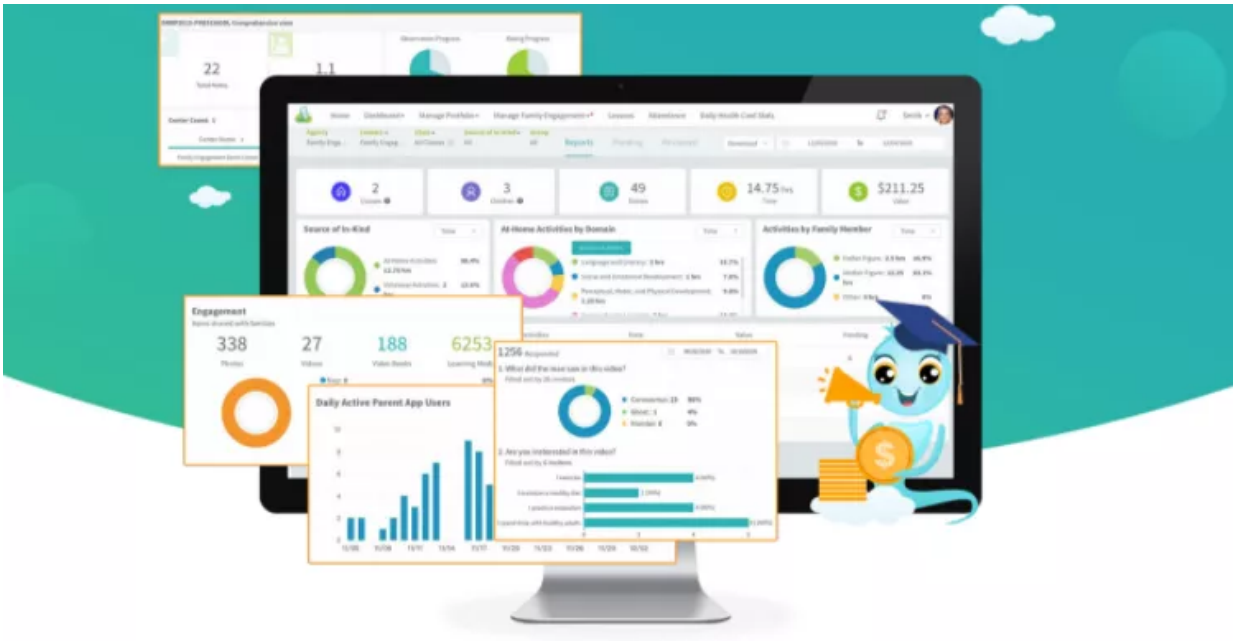
2021 Product and Service Offering

Software Suite

Learning Genie provides a suite of software applications (mobile and web-based applications) that enables easy collection of child assessment and family engagement data through technology automation, and empowers early learning program administrators and educators to use data driven processes for continuous quality improvement.

Learning Genie support customers' data needs via six modules and is the all-in-one tool for data driven decision making for quality improvement in early childhood education:

- Portfolio and Assessment Module
- DRDP Data Module
- Family Engagement Module
- Survey Module
- In-Kind Tracking Module
- Contactless Attendance Module with Health Screening
- Family Engagement Data Dashboard for Continuous Quality Improvements



Trusted and Proven

Learning Genie is an award winning software platform for early childhood education embracing innovation and customer success. We pride ourselves on making a great product and providing a great service.

- NewSchools Ignite Early Learning Challenge Winner
- National Head Start Association Early Childhood Innovation Summit Shark Tank Winner

Proudly serving 500+ school districts, head start programs, state preschools, early learning centers, college lab schools partners nationwide. We have empowered thousands of educators and families to make a positive impact on over 300,000 children's early learning.

Safe and Secure

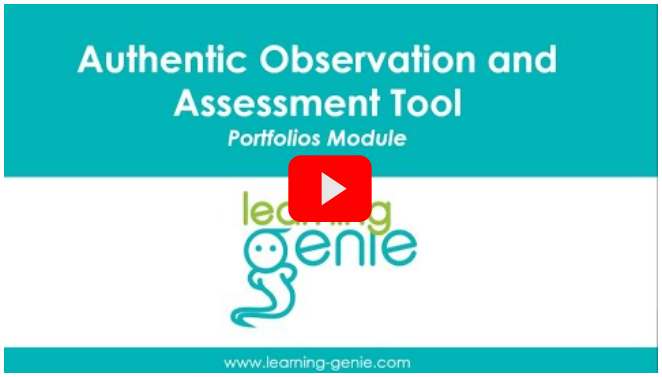
We are committed to ensure top level data security and privacy. Compliant with FERPA, SOPIPA, HIPAA and federal and state regulations. Certified by iKeepSafe and a proud sigantury of the Student Privacy Pledge.

Integration with SIS Partners

Onboarding is made easy by our roster integration using the OneRoster Standard - compatible with any Student Information System such as Aeries, PowerSchool, Infinite Campus, and other rosters that can be exported into CSV format such as ChildPlus, COPA, CenterTrack etc.

Software Modules and Descriptions

Portfolio and Assessment Module



This module enables easy collection and tracking of child assessment data (DRDP2015 or other standards), including child observation notes with evidence, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress.

DRDP Data Module

This module enables teachers and administrators to directly sync DRDP assessment data (ratings and demographic data) to DRDPOnline upon completion. It will retrieve children domain level scores and distributes CDE approved DRDP reports on child, class, center, group/cohort, and agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, and quality monitoring and improvement for better child and program outcomes.
** The fee is charged for data management and transfer between Learning Genie and DRDPOnline and data visualization in Learning genie. All CDE reports are free of charge.*

DRDP Reports

Real time data insights to guide quality improvement and lesson planning
Demonstration of program impacts with data insights
Seamless data transfer with DRDP Online for - no manual work - save time and resources

Family Engagement Module

This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and

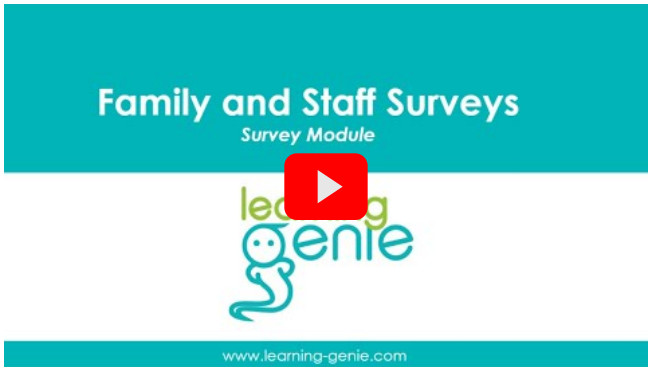
activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data and reports on how families are engaged and its impact to quality.

www.learning-genie.com

Software Modules and Descriptions

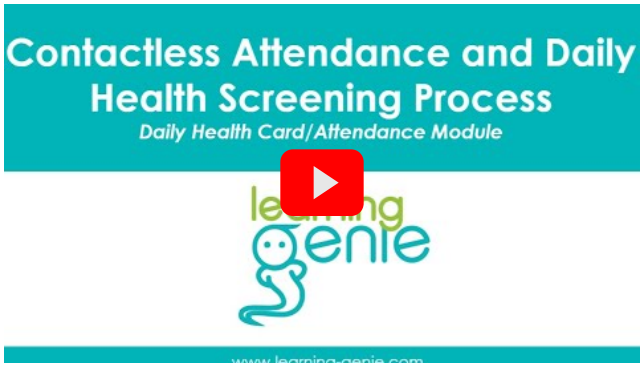
Survey Module (**New - free for current Family Engagement Users for 2021*)

This module provides an easy tool for administrators and teachers to create and distribute customized surveys to selected centers/classes or agency-wide to families via the app, with notifications and reminders. It features DRDP Parent Survey and Head Start Family Outcome Survey (customizable). Parents can fill out surveys directly on the parent app. With surveys automatically linked to children profiles, survey reports can be easily generated with demographic analysis.



Contactless Attendance Module with Health Screening

This module provides a contactless solution to minimize COVID related risks by allowing for parents to sign in/out children contactless from their device with digital signature, together with digital health screening forms. Staff can take attendance, monitor data and print attendance reports from the Dashboard.



Family Engagement Data Dashboard for Continuous Quality Improvements

The dashboard provides a very powerful real-time data environment indicating how parents are engaged with the agency. The snapshot of weekly, monthly data on parents' participation in communications, events, as well as hours of digital book reading etc give a fast overview of how parents are engaging at agency level, site level, or class level.

www.learning-genie.com

Customer Order

Name	Price	QTY	Subtotal
Portfolio and Assessment Module	$7.00	350	$2,450.00
DRDP Data Module	$3.00	350	$1,050.00
Contactless Attendance Module with Health Screening	$3.00	350	$1,050.00
Family Engagement Module	$6.00	1	$6.00
Heroes Grant	-$6.00	1	-$6.00
Training to be billed separately	$0.00	1	$0.00
		Subtotal	**$4,550.00**
		Discount	**$0.00**
		Tax	**$0.00**
		Total	**$4,550.00**

Professional Development Training

Learning Genie has formally launched professional development courses to support the continuous quality improvements for Early Learning Programs (State Preschool, Head Start, and general Child Care etc.)in the 2021-2022 school year. The Learning Genie PD courses contain four modules. Among the four modules, the Family Engagement module and Portfolio Assessment module courses are aligned with the California Commission for Teacher Credentialing (CTC) Teacher Performance Expectations. The modules are designed with a progression from Teacher and Teaching Assistant (focusing on practical tools) to the Coach/Mentor and Administrators (using data insights, planning actions and giving technical assistance). It could be used for training staff who have different levels of responsibilities or provide a path for continuous core competency improvement.

For the 2021-2022 school year, all trainings are organized with one **zoom live training (45-60 min)** and **unlimited viewing of pre-recorded sessions for unlimited users in the Learning Library**. Post completion of each module, participant will be given a self-assessment quiz and a certificate will be issued for passing that level.
Any new updates and major improvements in the existing module, you will have priorities to be trained on to ensure agency-wide success with no additional costs.

A brief description of each module is outlined below. More details are provided in the attachment.

Module 1	Data-driven Family Engagement (3 courses)
Basic Level: (Assistant Teacher, Teacher, Lead Teacher)	The Basic Level training course covers tactical tools to successfully collaborate and partner with families (parents/caregivers) to support young children's development and learning through Learning Genie's Family Engagement tool. This training provides a basic understanding of how to: Send two-way messages with families using auto-translation (100+ languages); share video books and digital learning media library content; utilize event tracking and family at-home learning observations; and share lesson plans and at-home learning activities. You will be able to communicate and provide engaging, adaptive learning resources and materials, and track engagement rates using Learning Genie's technology platform. Additionally, you will be able to create and maintain effective home-school-family connections with the support of technology. (This course is ideal for teachers, teacher assistants and family service staff who are new to Learning Genie or need a refresher.) (TPE 2, 3, 4, 6)
Advanced Level I: (Lead Teacher,Master Teacher/ Mentor/Site admin)	This training course covers topics, such as: Creating customized learning channels; using tools to create short questionnaires; and how to make the most of the messaging tool to share information with both staff and families. The survey tool is especially useful to gauge families' needs and interests. You will be able to establish effective and authentic home-school-family connections to support children's development and learning. You will also be able to provide professional activities and resources for staff (e.g., learning media channels). (TPE 2, 4)

Module 1	Data-driven Family Engagement (3 courses)
Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)	This training course focuses on how to get the most from the Learning Genie platform to support program monitoring and management activities. You will learn effective strategies for successfully administering Learning Genie support and internal feature settings. You will also learn cases on how to analyze reports on your Family Engagement Dashboard to make data-driven decisions. Building upon the Advanced Level I training, you will learn how to design, create and implement intentional surveys. You will be able to analyze and reflect upon key data to develop, implement and support your team on Continuous Quality Improvements (CQI) efforts. You will be able to plan, design, implement and assess professional development and growth opportunities for staff, as well as provide them with effective leadership to optimize instructional practice. (ECE-CAPE-2)

Module 2 — Authentic Observation and Assessment Tool (3 courses)

Basic Level:
(Assistant Teacher, Teacher, Lead Teacher)

This training course covers how educators can conduct intentional, meaningful observations and create and maintain effective running records/notes for optimal formative assessment ratings. You will learn practical strategies for planning the first 60-day observations and lessons. Additionally, you will learn how to monitor assessment progress (including observations and ratings) for your classroom. (TPE 4, 5)

Advanced Level I:
(Lead Teacher,Master Teacher/ Mentor/Site admin)

This training focuses on how you can use Learning Genie Notes Review to quickly and effectively seek and receive support from administrators. You will learn different strategies to collect home observations from families and apply them to observation records. You will learn how to utilize observation status reports for lesson planning and observation records. You will be able to view assessment progress to monitor progress on teacher observations. You will learn how to “lock” child data after completing ratings, generate reports that push to DRDP Online and use these reports for parent/teacher conferences. You will be able to evaluate observations, provide feedback with Notes Review, and support staff efforts to intentionally plan and collaborate activities with families. (TPE 6)

Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)

This training covers how to effectively analyze Assessment Progress reports to make data-driven decisions. You will learn how to: Use Notes Review to support teachers’ development of meaningful observations; effectively use the Dashboard to aggregate and review child assessment data; and utilize the School Readiness Goal tool. Leaders will be able to use assessment data about children's current status and use that data to identify learning needs and establish goals aligned with the Infant/Toddler and Preschool Early Learning Foundations. Administrators will be able to establish rating periods and late enrollment policies. (TPE 4)

Module 4 — Contactless Attendance and Daily Health Screening (2 courses)

Staff Training:
(Teacher, health staff, other supporting staff)

This training covers how staff will sign in and out children for daily attendance. We will go over different scenarios that can happen at your agency and what those next steps would be. (If you are only using one tool i.e. just Daily Health Card, we will not cover Sign in/out).

Admin Training
(Site admin, Agency admin, Health Manager)

This training covers how to track live and historic attendance record, manage your Health Cards Statistics and track 14-day trends to ensure school safety. If you are a Health Manager or Administrator in charge of keeping track of children's health or attendance records this training path is for you.

Payment terms & instructions

Payment due 60 days after starting date of the contract or upon request. Discounts will apply only this contract term. Please send all billing Inquiries to elly.s@learning-genie.com

Payment Option

- ☐ Pay All Up Front for Multi Year Contract
- ☐ Pay Annual Invoice Which Will Be Divided Equally Each Year Per Total

Annual invoice is automatically generated every year till contract ends. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

Pay by Check	
Company	Learning Genie Inc
Address	5868 Owens Ave, Suite 250, Carlsbad, CA 92008
Pay by ACH or Direct Deposit	
Bank Name	JPMorgan Chase Bank, N.A.
Account #	552919701
Routing #	322271627
Pay by Credit Card	
Contact Elly	Email elly.s@learning-genie.com or call 619-376-5045

14D.19
Page 24 of 27

Sign here to subscribe

OR "FORWARD" THIS DOCUMENT
TO A LEGAL SIGNATORY

I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the privacy policy and term of use of Learning Genie's Master Service Agreement.

Learning Genie Inc.

Monica Castaneda

03 / 27 / 2021

Monica Castaneda

San Ysidro School District
Accepted By Agency Director

lorena.varela-reed@sysdschools.org

03 / 26 / 2021

Nancy Serrano

Accepted By Legal Department Signatory
(if applicable)

Name
Date

Multi-Year Contract Benefits

Lock down the price for multi years to enjoy new features without budget concerns.

Learning Genie actively listens to our customers and adds lots of new features to our product every year based on user feedback. A multi-year contract will grant you access to new features at the original price without having to worry about budget constraints.

One budget approval process for multiple years, instead of going through board/management approval every year.

The annual budgeting and approval process involves a lot of hard work and internal coordination. A multi-year contract will reduce the hassle of getting budget approval every year, and give you peace of mind for years.

No binding. You can exit the contract at any year.

Even if you are in a multi-year contract, you can exit any year for any reason. Simply provide 3-month written notice before the school year ends, to allow ample time for us to support your data archiving process and transition. We win customers by striving for excellence in our product innovation and service, not with binding contracts. If you are not satisfied with us, it's your freedom to leave. We appreciate your honest feedback and suggestions for improvement, and will continue to strive to be the best in the industry.

Signature Certificate

Document Ref.: PHMFE-ESNER-CXCHN-8CBDV

Document signed by:

Verified E-mail:
lorena.varela-reed@sysdschools.org

IP: 209.242.170.5 | Date: 26 Mar 2021 21:15:11 UTC

lorena.varela-reed@sysdschools.org

Monica Castaneda

Verified E-mail:
monica.c@learning-genie.com

IP: 72.199.226.182 | Date: 27 Mar 2021 15:12:04 UTC

Monica Castaneda

Document completed by all parties on:
27 Mar 2021 15:12:04 UTC

Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 15, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT AND PEST CONTROL – LA MIRADA SCHOOL

BACKGROUND INFORMATION:
The Governing Board approved the agreement with AARDVARK Ant and Pest Control to iradicate pest situations at La Mirada School. Aardvark will install 24 bait stations and provide monthly maintenance service.

RECOMMENDATION:
Approve/Ratify the agreement with Aardvark Ant & Pest Control for pest control service at La Mirada School at an estimated annual cost of $3,000.00 from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ESTIMATE	
$3,000.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: 4/12/2021

Billing Name San Ysidro School Dist
Address 4350 Otay Mesa RD
City San Ysidro State Ca
Zip Code 92173 Phone

Service Name La Mirada Elementary
Address 222 Avenida de la Madrid
City San Ysidro State Ca
Zip Code 92173 Phone
Fax

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☐ Fleas ☑ Mice
☐ Spiders ☐ Bees ☐ Rats ☐ Gophers
☐ Other

STRUCTURE TYPE:

☐ Res. ☑ Comm. ☐ Apt. Units
☐ Condo. Units

☑ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / Qtr. ☐ Interior Service upon request

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☐ ~~Contrac Blox~~ - ~~Bromadiolone~~ FASTRAC
☐ Archer - Pyridine
☐ Talstar/Wisdom Granular - Bifenthrin
☐ Maxforce Ant Killer Bait Gel - Fipronil
☐ Wasp Freeze - Phenothrin & D-Trans Allethrin
☐ Martins Gopher Getter - Strychnine Alkaloid
☐ Other
☐ P.I. - Pyrethrins
☐ Maxforce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge	$
Monthly Charge	$
Every Other Month	$
Quarterly Service	$
Discount	$
Total	$

Map Code

Comments Cost to install 24 Rodent bait stations. #600.00. This will also include the cost of the first month of maintenance.

Monthly maintenance for 24 Bait stations is #192.00 for once (1) time a month maintenance

"State law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the clotting ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch1 applications, the notice presdcribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS.

I have read, understand and hereby agree to all terms and conditions of this agreement.

Accepted

Aardvark Ant & Pest Control Inc.