

San Ysidro School District Governing Board

AGENDA

Thursday
November 18, 2021
5:00 p.m.

WELCOME

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

**Willow School
Auditorium
226 Willow Road
San Ysidro, CA 92173**

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, OCTOBER 21, 2021
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, October 21, 2021, and conducted its business meeting at **Ocean View Hills School - Auditorium, 4919 Del Sol Blvd, San Diego, CA 92154**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held from 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 5:03 p.m.

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. AGENDA

The Board approved the agenda for the meeting.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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

There were no public comments.

Board 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 5:05 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (González/Madera)

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

Name of Case: Student v. San Ysidro School District

OAH Case No. 2021070742

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (González/Madera)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2021070743

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

**5.4 GOVERNMENT CODE SECTION 54957.6 (Heath)
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Glenn Heath, Sub Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:12 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. 2021070742. The motion was made by Board Member Gurmilan, seconded by Board Member Irene Lopez, with a unanimous vote.
- 2) The Board approved a settlement agreement in Office of Administrative Hearings, Case No. 2021070743. The motion was made by Board Member Irene Lopez, seconded by Board Member Gurmilan, with a unanimous vote.

6. CALL TO ORDER Who: President Martinez Time: 6:12 p.m.

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

8. FLAG SALUTE by Antonio Martinez, Board President

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)

The Board Recognition/Distinguished Champions awardees will be joining the meeting via Zoom teleconference by 6:10 p.m. The public may watch the Board Recognition/Distinguished Champions on the YouTube District Channel: <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

9.1 Vista Del Mar Middle School Students Read Aloud - Introductions by Principal Irene Herrera-Cevallos & Vista Del Mar 8th Grade United States History Teacher Jerry Herrera

- Kristine Anne Fadriquele, Topic: Letter to a hero from the day the Twin Towers fell
 - Fernanda Hernandez, Topic: Letter from Virginia by a Colonist - 1600's
- 9.2 COVID Support Team - Presented by Assistant Superintendent Dr. David Farkas**
- Health Clerks: Rosa Lopez (La Mirada), Germania Velez Bravo (Ocean View Hills), Maria Guerra (Smythe), Mary Tucker (Sunset), Isabella Savala (San Ysidro Middle), Ignacia Gonzalez (Vista Del Mar Middle) and Paola Little (Willow)
 - Licensed Vocational Nurses: Norma Lara (Willow), Grecia Agundez (Ocean View Hills), Ana Chavez (District Office)
 - School Nurse: Anita Gillchrest (District Office)

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) Visited Vista Del Mar Middle School. It was interesting to see what the students can do and have accomplished. 2) Our kids are special and they have the ability. Commended the teachers and principals. 3) Thanked Dr. Farkas for his guidance with COVID and for everything he does for staff.

Board Member Gurmilan, Commented: 1) Thanked the administrators at Ocean View Hills School for hosting the meeting. 2) Thanked staff for facilitating the board meeting. 3) Recognized the COVID support team. Everyone has done an outstanding job. 4) He is grateful that the community understands that vaccines were the answer to this health crisis. Ninety-nine percent of eligible people in San Ysidro and in surrounding communities had their first vaccine and ninety-percent had two vaccines. We are so far ahead compared to other districts. 5) Excited for where we are going and what the future brings.

Board Clerk Pallasigue, Commented: 1) Thanked Mrs. Colom and Ms. Meza for hosting the board meeting. 2) It's a blessing to see students with a look of assurance and security on their faces. 3) Looks forward to getting our vaccines up to one-hundred percent. 4) Looking forward to the rest of the school year. 5) Acknowledged Fernanda Rios, CSEA President.

Board Vice-President Rudy Lopez, Commented: 1) Thanked our community for maintaining the decorum and order at school board meetings and at school sites. 2) Thanked the community for allowing the board to do their work.

Board President Martinez, Commented: 1) Welcomed Mrs. Colom and thanked her and Ms. Meza for hosting the board meeting. 2) He's always been proud to be from San Ysidro School District, live in San Ysidro and be part of the community. 3) Despite the fact that we were the hardest hit with COVID, our

community came through and we are one of the best in terms of being vaccinated. He is proud to be a part of that. 4) We are voting to approve and bring four electrical school buses to our school district. We were among the first in the country to approve a resolution for that. 5) He is proud to be part of our team. Let's keep moving forward.

Superintendent Potter, Commented: 1) Thanked Ocean View Hills for hosting the board meeting. 2) Thanked Mrs. Colom for returning to help us and thanked Ms. Meza for helping to oversee Ocean View Hills School. 3) She is honored to work alongside the board. The leadership they brought has stabilized our district and placed us on a path to great success. Wished them a "Happy Boss's Day!" 4) She is proud of our staff. They are eighty-eight percent vaccinated. 5) Thanked the community for being united in a time of turmoil nationwide and statewide. The peace and unity in our community is remarkable.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Elementary and Secondary School Emergency Relief (ESSER) III: Expenditure Plan - Chief Business Official, Marilyn Adrianzen and Executive Director of Educational Services, Cynthia Monreal González
- 12.2 COVID Safety Update - Assistant Superintendent, Dr. David Farkas and Director of Maintenance, Operation, Transportation and Facilities, Paulo Azevedo

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of September 9, 2021 and the minutes of the Special Board Meeting of September 13, 2021.

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

13.2 RESOLUTION NO. 21/22-0017 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 21/22-0017 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

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

13.3 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATIONS - 1000 SERIES (Potter/Farkas)

The Board approved First Reading and Adoption of Revised Board Policy and Administrative Regulation - 1000 series: Revised BP 1313 - Civility and Revised AR 1312.3 - Uniform Complaint Procedures.

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

13.4 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES (Heath)

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Revised BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers, Revised BP 4141/4241 - Collective Bargaining Agreement and Revised BP/AR 4158/4258/4358 - Employee Security.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.5 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES (Farkas)

The Board approved First Reading and Adoption of New & Revised Board Policies and Administrative Regulations - 5000 series: Revised BP/AR 5141.4 - Child Abuse Prevention and Reporting, Revised BP/AR 5141.52 - Suicide Prevention, New BP/AR 5142.2 - Safe Routes to School Program, Revised BP 5145.12 - Search and Seizure, Revised BP 5145.9 - Hate-Motivated Behavior and Revised BP/AR 5148 - Child Care and Development.

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

13.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION - 6000 SERIES (González)

The Board approved First Reading and Adoption of Revised Board Policy and Administrative Regulation - 6000 series: Revised BP 6142.5 - Environmental Education and Revised AR 6162.51 - State Academic Achievement Tests.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.7 ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF (ESSER III) - EXPENDITURE PLAN (Adrianzen/González)

The Board approved and adopted the ESSER III Expenditure Plan.

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

13.8 AUTHORIZE ENGAGEMENT IN NEGOTIATIONS FOR A PROJECT LABOR AGREEMENT (Adrianzen)

The Board authorized the Superintendent or designee to engage in negotiations with the San Diego County Building & Construction Trades Council for the potential development of project labor agreements for future bond construction projects greater than \$15 million.

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

13.9 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) REGARDING THE IMPLEMENTATION OF STATE HEALTH ORDER REQUIRING STAFF TO VACCINATE OR TEST (Heath)

The Board approved the Memorandum of Understanding between San Ysidro School District and the California Schools Employees Association in which the State of California issued a State Health Order on August 11, 2021, requiring that all schools identified in this Order must verify vaccine status of all paid and unpaid employees, including volunteers, must require mandated testing for all school staff that are not fully vaccinated, and shall be fully implemented by October 15, 2021.

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

13.10 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) REGARDING THE IMPLEMENTATION OF STATE HEALTH ORDER REQUIRING STAFF TO VACCINATE OR TEST (Heath)

The Board approved the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association in which the State of California issued a State Health Order on August 11, 2021, requiring that all schools identified in this Order must verify vaccine status of all paid and unpaid

employees, including volunteers, must require mandated testing for all school staff that are not fully vaccinated, and shall be fully implemented by October 15, 2021.

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

13.11 OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION (SYEA) FOR SUCCESSOR CONTRACT NEGOTIATIONS (Heath)

The Board opened Public Hearing - San Ysidro School District’s Initial Proposal to San Ysidro Education Association (SYEA) for Successor Contract Negotiations.

There were no public comments.

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

13.12 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION (SYEA) FOR SUCCESSOR CONTRACT NEGOTIATIONS (Heath)

The Board closed Public Hearing - San Ysidro School District’s Initial Proposal to San Ysidro Education Association (SYEA) for Successor Contract Negotiations.

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

13.13 TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE PRINCIPAL (Heath)

The Board approved/ratified the offer of employment for Manuela Colom as Substitute Principal, effective October 7, 2021.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

President Martinez congratulated the school district for being the first school district to transition from diesel to electric school buses and mentioned that we are getting four electric school buses.

Board Clerk Pallasigue thanked Mothers Out Front and Board President Martinez for fostering that relationship with the school district to bring that to the forefront.

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

14A. PERSONNEL – CLASSIFIED

APPROVE REVISED JOB DESCRIPTIONS (Heath)

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

- 14A.1** School Administrative Assistant
- 14A.2** Administrative Secretary I
- 14A.3** Administrative Secretary II
- 14A.4** Administrative Secretary III

EMPLOYMENT (Heath)

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

- 14A.5 Instructional Aides
- 14A.6 Instructional Aide Special Education
- 14A.7 Instructional Health Care Assistants
- 14A.8 Testing Assistants
- 14A.9 Substitute Campus Aide
- 14A.10 Substitute Child Nutrition Specialist
- 14A.11 Substitute Clerk

RESIGNATION (Heath)

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

- 14A.12 Campus Aide
- 14A.13 Instructional Aide

LEAVE OF ABSENCE (Heath)

The Board approved the leave of absence without pay for the following as recommended by staff:

- 14A.14 Campus Aide
- 14A.15 Health Clerk

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Heath)

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

- 14B.1 Temporary Intervention Support Teacher
- 14B.2 Temporary Science/Physical Enrichment Teachers
- 14B.3 Temporary Classroom Teachers
- 14B.4 Resource Specialist
- 14B.5 Special Day Class Teacher
- 14B.6 Substitute Counselors
- 14B.7 Substitute Teachers

RECRUITMENT (Heath)

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

- 14B.8 Classroom Teacher K-6
- 14B.9 Temporary Science/Physical Education Enrichment Teachers

RESIGNATION (Heath)

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

- 14B.10 Substitute Teachers

14C. PERSONNEL – MANAGEMENT

RESIGNATION (Heath)

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

- 14C.1 Principal

14D. CURRICULUM & INSTRUCTION

14D.1 PROFESSIONAL DEVELOPMENTS (González)

The Board approved/ratified the attendance and participation of District staff to the different

professional developments as attached.

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period September 26, 2021 through October 1, 2021. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of August 27, 2021 through September 30, 2021 for a total expenditure of \$1,179,622.11. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.3 ACCEPTANCE OF DONATION (Adrianzen)

The Board accepted donations valued at \$2,250.00 to help support and enrich our educational programs.

14E.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

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

14E.5 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-22 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the first quarter from July 1, 2021 to September 30, 2022 of the 2021-22 school year for submission to the San Diego County Office of Education.

14E.6 AMERICAN RESCUE PLAN - HOMELESS I PROGRAM GRANT AWARD (Farkas/Medina)

The Board accepted the Grant Award in the amount of \$64,690.80 for the American Rescue Plan – Homeless I Program to supplement the education of homeless children and youth.

14E.7 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2021-22 FISCAL YEAR (Farkas/Medina)

The Board accepted the Grant Award in the total amount of \$73,050.00 for the Education for Homeless Children and Youth Program to implement new provisions as it relates to homeless children and youth.

14E.8 GRANT AWARD AND AGREEMENT WITH SAN DIEGO AIR POLLUTION CONTROL DISTRICT (Adrianzen/Farkas/Azevedo)

The Board approved the grant award agreement with the San Diego County Air Pollution Control District for the Community Air Protection Program On-Road Equipment Replacement Project to replace 4 diesel buses with new electric buses in an amount up to \$1,005,916.00.

14E.9 AGREEMENT WITH CLUB XCITE FOR 2021-2022 SCHOOL YEAR (González/Madera)

The Board approved the Agreement with Club Xcite to provide one-on-one academic home/online tutoring and special education teaching staff for school year 2021-2021 from ESSER III fund.

14E.10 AGREEMENT WITH EDTHEORY, LLC FOR TEACHING POSITIONS FOR 2021-2022 SCHOOL YEAR (González/Madera)

The Board approved the Professional Services Agreement with EdTheory, LLC to provide the district with teaching personnel specialized in special education curriculum for school year 2021-2022 at the amount up to \$85,000.00 from the Special Education Fund.

14E.11 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC (González/Madera)

The Board approved/ratified the San Diego County Nonpublic Master Contract with EdTheory, LLC to provide Healthcare Personnel and Speech & Language Pathologists for school year 2021-2022 in an amount up to \$150,000.00 from the Special Education & ESSER III Funds.

14E.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC. FOR 2021-2022 SCHOOL YEAR (González/Madera)

The Board approved the San Diego County Nonpublic Master Contract with The Speech Pathology Group, Inc. for school year 2021-2022 to provide services until positions are filled from the Special Education Fund.

14E.13 AGREEMENT WITH KONE INC. (Adrianzen/Farkas/Azevedo)

The Board approved/ratified the 4-year agreement with Kone Inc. to provide repair and maintenance services to elevators and wheelchair lifts installed at the school sites in an estimated annual amount of \$44,780.40 from the Routine Restricted Maintenance.

14E.14 AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 6 (Adrianzen/Azevedo)

The Board approved/ratified Amendment No. 6 to the Aguilar Architects Agreement to extend the term of the agreement to include fiscal year 2021-22 for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects from the 2012 COPS Savings.

14E.15 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM – EQUITY AND EXCELLENCE REVIEWS 2021-2024 (Farkas)

The Board approved/ratified the agreement with San Diego State University Research Foundation for the National Center for Urban School Transformation (NCUST) Program to provide Equity and Excellence Reviews during 2021-2024 school years in a not to exceed cost of \$105,000.00 from Title I Fund.

14E.16 MEMORANDUM OF UNDERSTANDING WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (González)

The Board approved the Memorandum of Understanding with the Parent Institute for Quality Education for the 2021-2022 school year at a cost not to exceed \$42,000.00 from the Title I fund.

14E.17 AGREEMENT WITH EMCOR SERVICES MESA ENERGY SYSTEMS, INC. (Adrianzen/Farkas/Azevedo)

The Board approved the agreement with Emcor Services Mesa Energy Systems Inc. to provide preventive maintenance on an “as needed” basis.

14E.18 AGREEMENT WITH MAXIM HEALTHCARE STAFFING SERVICES, INC. (González/Madera)

The Board approved the Agreement with Maxim Healthcare Staffing Services, Inc. to provide the district with special education teaching staff for school year 2021-2022 to provide services until the positions are filled from the Special Education Fund.

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

15. ADJOURNMENT Time: 7:39 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

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

Informational
 Action

AGENDA ITEM: ORGANIZATIONAL MEETING

BACKGROUND INFORMATION:

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

Education Code sections 35143 and 72000(c)(2) provide that:

- The governing board of each school and community college district shall hold an annual organizational meeting. In 2021, the meeting must be held on a date between **Dec. 10 and Dec. 24**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to Dec. 10, 2021, (generally at their November regular meeting) unless otherwise provided by rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- If the board fails to select a day and time for the annual organizational meeting, the County Superintendent of Schools shall designate the day and time of the meeting and shall notify all members in writing.
- Within 15 days prior to the date of the annual organizational meeting, the clerk of the board shall provide written notice of the meeting to board members.
- In addition, per Education Code the board is required to adopt the first interim financial report by December 15, 2021.

RECOMMENDATION:

Approve Friday, December 10, 2021, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board per Education Code section 35143.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**NOTICE OF DECEMBER 2021
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 24, 2021**, to:

Aaron McCalmont
Email: aaron.mccalmont@sdcoe.net

School/Community College District: _____

Date of Organizational Meeting: _____
(Date between Dec. 10 and Dec. 24 inclusive)

Time of Meeting: _____

Clerk/Secretary to the Governing Board

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

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

Informational
 Action

AGENDA ITEM: REVISED 2021 GOVERNING BOARD MEETING SCHEDULE

BACKGROUND INFORMATION:

Per Education Code Section 35140, the Governing Board approved the 2021 board meeting schedule on December 14, 2020. The December 2021 organizational meeting was scheduled for December 13, 2021. The revised board meeting schedule includes the change of the December 13, 2021 organizational meeting to December 10, 2021.

RECOMMENDATION:

Approve the revised 2021 Governing Board Meeting Schedule. This revision includes the change of the December 13, 2021 organizational meeting to December 10, 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 2021-2022 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



San Ysidro
School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Governing Board Meeting Schedule January – December 2021 5:00 p.m.

Pursuant to Governor Newsom’s Executive Order N-29-20, Governing Board Meetings of the San Ysidro School District Board shall be held by teleconference until the Executive Order is lifted.

January 21, 2021	Vista Del Mar Middle School
February 11, 2021	Sunset School
March 11, 2021	Smythe School
April 15, 2021	Vista Del Mar School
May 13, 2021	La Mirada School
June 10, 2021	Smythe School
June 24, 2021	Education Center
July 15, 2021	Education Center
August 12, 2021	Education Center
September 9, 2021	San Ysidro Middle School
October 21, 2021	Ocean View Hills School
November 18, 2021	Willow School
December 13, 2021 December 10, 2021	San Ysidro Middle School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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

BOARD MEETING DATE: October 21, 2021
FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0018 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:

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

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

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

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

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

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

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

AB 361 will expire January 1, 2024.

The Governing Board approved on October 21, 2021 Resolution No. 21/22-0017 - Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361. Resolution No. 21/22-0018 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:

Approve Resolution No. 21/22-0018 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 21/22-0018

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

RESOLUTION NO. 21/22-0018

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

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on November 18, 2021.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

Board President, Antonio Martinez

Board Vice-President, Rodolfo Lopez

Board Clerk, Rosaleah Pallasigue

Board Member, Humberto Gurmilan

Board Member, Irene Lopez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 21, 2021

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

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

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW & REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- Revised BP/AR 3511.1 - Integrated Waste Management .

RECOMMENDATION:

Approve First Reading and Adoption of New & Revised Board Policies and Administrative Regulations - 3000 series: Revised BP/AR 3511.1 - Integrated Waste Management.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CSBA Sample Board Policy

REVISED

Business and Noninstructional Operations

BP 3511.1(a)

INTEGRATED WASTE MANAGEMENT

Note: The following policy may be revised to reflect district practice. Pursuant to Public Resources Code 42630, **districts and schools are encouraged to assist cities and counties in meeting the solid waste diversion goals set by Public Resources Code 41780. In addition, pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), businesses, including schools, that generate more than four cubic yards of solid waste per week are required to arrange for recycling services in accordance with law. Pursuant to Public Resources Code 42649.2 and 42649.81, businesses, including schools, are required to arrange for recycling services if the amount of solid or organic waste they produce meets the thresholds specified in law and the accompanying administrative regulation. The California Department of Resources Recycling and Recovery (CalRecycle) offers Useful resources such as specific identifying waste management strategies, available funding sources, and other publications, including resources for developing and implementing integrated education and school waste reduction programs that provide curriculum to link instruction on integrated waste management and environmental concepts with student action projects at school sites, may be obtained from the California Department of Resources Recycling and Recovery (CalRecycle).**

The Governing Board believes that the conservation of **water, energy, and other** natural resources, **and** the protection of the environment, **and the implementation of an effective waste diversion program** are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and **for** implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

(cf. 0100 - Philosophy)

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

The district's **integrated waste management** program shall include strategies designed to **promote waste management practices of source reduction, recycling, and composting to** help the district reduce **and recycle** solid and **hazardous organic** waste **generation, properly dispose of potentially hazardous materials,** improve efficiency in **its-the** use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)

(cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

BP 3511.1(b)

INTEGRATED WASTE MANAGEMENT (continued)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

Note: CalRecycle provides grants and related information to eligible schools for developing and implementing integrated waste management programs. For more information, see CalRecycle's web site.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reduction incentives.

~~To the extent that funding permits, the Superintendent or designee shall~~ **may** provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and ~~protecting the environment~~ **the manner in which integrated waste management strategies impact such efforts.**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6142.5 - Environmental Education)

(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference: (continued)

INTEGRATED WASTE MANAGEMENT (continued)

Legal Reference:

EDUCATION CODE

~~8700-8707~~ **Environmental education**

17070.96 *Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards*

17072.35 *New construction grants; use for designs and materials for high performance schools*

32370-32376 *Recycling paper*

33541 *Environmental education*

PUBLIC RESOURCES CODE

25410-~~25421~~ **25422** *Energy conservation assistance*

40050-40063 ~~Waste management; i~~ **Integrated waste management**

41780-~~41786~~ *Waste diversion*

42620-42622 *Source reduction and recycling programs*

42630-42647 *School site source reduction and recycling*

42649-42649.7 *Recycling of commercial solid waste*

42649.8-42649.87 Recycling of organic waste

CODE OF REGULATIONS, TITLE 14

~~17225.12~~ *Commercial solid waste*

Management Resources:

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY PUBLICATIONS

Frequently Asked Questions

Recycling and Organics Recycling Guide for Schools Poster

Where to Put It: Recycling, Composting, and Trash Bin Signage

WEB SITES

CSBA: <http://www.csba.org>

California Department of Resources Recycling and Recovery: <http://www.calrecycle.ca.gov/ReduceWaste/Schools>

<https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Policy Reference UPDATE Service

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Policy 3511.1: Integrated Waste Management

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 05/09/2019

The Board of Education believes that the conservation of natural resources and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

The district's program shall include strategies designed to help the district reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reduction incentives.

To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

14 CCR 17225.12

Description

Commercial solid waste - <https://simbli.eboardsolutions.com/SU/6LplusKEU3vslsh9NfJ1LIAGbbsA==>

Ed. Code 17070.96

Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards - <https://simbli.eboardsolutions.com/SU/vsczR2pwGdptWPStIWcBplusA==>

Ed. Code 17072.35

New construction grants; use for designs and materials for high performance schools - <https://simbli.eboardsolutions.com/SU/zWOFjoqdzYSwxOexycSq8Q==>

Ed. Code 32370-32376

Recycling paper

Ed. Code 33541

Science requirements

Ed. Code 8700-8707

Environmental education

Pub. Res. Code 41780

Waste diversion

Pub. Res. Code 25410-25421

Energy conservation assistance

Pub. Res. Code 40050-40063

Integrated waste management act

Pub. Res. Code 42620-42622

Source reduction and recycling programs

Pub. Res. Code 42630-42647

Schoolsite source reduction and recycling assistance program

Pub. Res. Code 42649-42649.7

Recycling of commercial solid waste

Management Resources References

Description

Website

AASA The School Superintendents Association - <https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==>

Cross References**Description**

0100	Philosophy - https://simbli.eboardsolutions.com/SU/KQuinamDQjK9aw3ZuW0UiQ==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKReyWt0R0w==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/SZFqSD5qqUtFNBzslshcplusKhZg==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/Rd2EzAo5Lxplusf6Cg370zXgw==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==
3514.2	Integrated Pest Management - https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==
3517	Facilities Inspection - https://simbli.eboardsolutions.com/SU/AH5w7UMTPl1G9yTkdzMhJQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsh0VJCcrln0A==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxcZfEw==
6142.5	Environmental Education - https://simbli.eboardsolutions.com/SU/vsWa1dGrhLplusmDelcWxjaEw==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==
7131	Relations With Local Agencies - https://simbli.eboardsolutions.com/SU/slsh9HslshN5b3cmEEKFqRgZDiplusQ==

CSBA Sample

Administrative Regulation

REVISED

Business and Noninstructional Operations

AR 3511.1(a)

INTEGRATED WASTE MANAGEMENT

Note: The following administrative regulation may be revised to reflect district practice.

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement measures and/or practices to:

1. Reduce the consumption of disposable materials, increase the composting of organic materials, and fully utilize all materials prior to disposal

(cf. 3510 - Green School Operations)

2. Recycle materials such as paper, glass, plastic, and aluminum

Note: Pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), any business, including a school, which generates more than four cubic yards of commercial solid waste per week (approximately the size of a 72-inch length, 51-inch width, and 56-inch rear height dumpster) is required to arrange for recycling services, to the extent that such services are available from a local provider, as stated in items a and b below. Commercial solid waste, as defined in 14 CCR 17225.12, means any type of solid waste generated by stores, offices, or other commercial sources:

Any school site or district facility which generates more than four cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.2; 14 CCR 17225.12)

a. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangements for the pickup of the recyclable materials

b. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

Note: Pursuant to Public Resources Code 42642, the California Department of Resources Recycling and Recovery maintains on its web site a list of recycled and environmentally preferable products that may be used in the construction and modernization of school facilities.

3. Prefer recycled, **biodegradable**, and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building

AR 3511.1(b)

INTEGRATED WASTE MANAGEMENT (continued)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

Recycling

Note: Pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), any business **or public entity**, including a school **or other district facility**, which generates ~~more than~~ four **or more** cubic yards of commercial solid waste per week (approximately the size of a 72-inch length, 51-inch width, and 56-inch rear height dumpster) is required to arrange for recycling services **in accordance with law**, to the extent that such services are available from a local provider, ~~as stated in items a and b below~~. Commercial solid waste, as defined in ~~14 CCR 17225.12~~ **Public Resources Code 42649.1**, means any type of solid waste generated by stores, offices, or other commercial **or public entity** source.

Any school site or district facility which generates ~~more than~~ four **or more** cubic yards of ~~commercial~~ solid waste per week shall take at least one of the following actions: (Public Resources Code **42649.1**, 42649.2, ~~14 CCR 17225.12~~)

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that ~~may~~ includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials
2. Subscribe to a recycling service ~~that~~ **which** may include mixed waste processing that yields diversion results comparable to source separation

Note: In September 2020, the California Department of Resources Recycling and Recovery (CalRecycle) determined, pursuant to Public Resources Code 42649.81, that the statewide disposal of organic waste has not been reduced to 50 percent of the 2014 level of disposal. Thus, any school facility that generates two or more cubic yards per week of solid waste is

required to meet requirements pertaining to the recycling of organic waste as described below. CalRecycle's Frequently Asked Questions clarify that, for this purpose, the threshold applies to solid waste, recyclables, and organics.

CalRecycle also extended the exemption in Public Resources Code 42649.81 and 42649.83 for rural jurisdictions that adopt a resolution as specified. Districts in rural jurisdiction that have adopted such a resolution may delete the following paragraph.

AR 3511.1(c)

INTEGRATED WASTE MANAGEMENT (continued)

Any school site or district facility which generates two or more cubic yards per week of solid waste, recyclables, and organics shall arrange for recycling services specifically for organic waste, including food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Such facilities shall take at least one of the following actions: (Public Resources Code 42649.8, 42649.81-42649.82, 42649.84)

1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste
2. Recycle organic waste onsite or self-haul organic waste for recycling
3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste
4. Make other arrangements to sell or donate recyclable organic waste materials

Note: Public Resources Code 42649.2 and 42649.81 require a school or other district facility that generates at least four cubic yards of solid waste or two cubic yards of organic waste per week to provide recycling bins or containers to collect material purchased on the premises. According to CalRecycle's school poster, Recycling and Organics Recycling Guide for Schools, bins or containers must be placed where material is purchased on the premises for immediate consumption, such as areas where food is consumed.

Any school site or district facility that meets the above thresholds for solid or organic waste shall place a recycling bin or container for solid or organic waste, as applicable, in areas where food or other materials are purchased at the facility for immediate consumption. The recycling bin or container shall be: (Public Resources Code 42649.2, 42649.81)

1. Adjacent to each bin or container for nonrecyclable trash, except in restrooms
2. Visible and easily accessible

Note: Public Resources Code 42649.2 and 42649.81 require that each recycling bin or container be clearly marked with educational signage indicating what is appropriate to place in the bin or container. CalRecycle provides customizable signage for this purpose on its web site, or districts may contact their local government or waste hauler for signage.

3. Clearly marked with educational signage indicating appropriate items to be placed in the recycling bin or container in accordance with state law and the local jurisdiction's waste ordinances and practices

Policy Reference UPDATE Service

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Regulation 3511.1: Integrated Waste Management

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 05/09/2019

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement measures and/or practices to:

1. Reduce the consumption of disposable materials, increase the composting of organic materials, and fully utilize all materials prior to disposal
2. Recycle materials such as paper, glass, plastic, and aluminum

Any school site or district facility which generates more than four cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.2; 14 CCR 17225.12)

- a. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangement for the pickup of the recyclable materials
- b. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation
3. Prefer recycled and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building
4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials
5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

14 CCR 17225.12	Commercial solid waste - https://simbli.eboardsolutions.com/SU/6LplusKEU3vslsh9NfJ1LIAGbbsA==
Ed. Code 17070.96	Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards - https://simbli.eboardsolutions.com/SU/vsczR2pwGdptWPStIWcBplusA==
Ed. Code 17072.35	New construction grants; use for designs and materials for high performance schools - https://simbli.eboardsolutions.com/SU/zWOFjoqdzYSwxOexycSq8Q==
Ed. Code 32370-32376	Recycling paper
Ed. Code 33541	Science requirements
Ed. Code 8700-8707	Environmental education
Pub. Res. Code 41780	Waste diversion
Pub. Res. Code 25410-25421	Energy conservation assistance
Pub. Res. Code 40050-40063	Integrated waste management act
Pub. Res. Code 42620-42622	Source reduction and recycling programs

Pub. Res. Code 42630-42647
Pub. Res. Code 42649-42649.7

Schoolsite source reduction and recycling assistance program
Recycling of commercial solid waste

Management Resources References

Website

Description

AASA The School Superintendents Association -
<https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==>

Cross References

0100

Philosophy -
<https://simbli.eboardsolutions.com/SU/KQuinamDQjK9aw3ZuW0UiQ==>

1400

Relations Between Other Governmental Agencies And The Schools -
<https://simbli.eboardsolutions.com/SU/zP9eNCslshhcPcKReyWt0R0w==>

3000

Concepts And Roles -
<https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==>

3270

Sale And Disposal Of Books, Equipment And Supplies -
<https://simbli.eboardsolutions.com/SU/SZFqSD5qqUtFNBzslshcplusKhZg==>

3270

Sale And Disposal Of Books, Equipment And Supplies -
<https://simbli.eboardsolutions.com/SU/Rd2EzAo5Lxplusf6Cg370zXgw==>

3312

Contracts -
<https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==>

3510

Green School Operations -
<https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==>

3511

Energy And Water Management -
<https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==>

3511

Energy And Water Management -
<https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==>

3514

Environmental Safety -
<https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==>

3514

Environmental Safety -
<https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==>

3514.2

Integrated Pest Management -
<https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==>

3517

Facilities Inspection -
<https://simbli.eboardsolutions.com/SU/AH5w7UMTpl1G9yTkdzMhJQ==>

4131

Staff Development -
<https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsh0VJCcrln0A==>

4331

Staff Development -
<https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxxZfEw==>

6142.5

Environmental Education -
<https://simbli.eboardsolutions.com/SU/vsWa1dGrhLplumDelcWxjaEw==>

6142.93

Science Instruction -
<https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==>

7110

Facilities Master Plan -
<https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==>

7131

Relations With Local Agencies -
<https://simbli.eboardsolutions.com/SU/slsh9HslshN5b3cmEEFqRgZDiplusQ==>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Business Services
Marilyn Adrianzen,
Chief Business Official

Informational
 Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION - 7000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- Revised BP/AR 7211 - Developer Fees

RECOMMENDATION:

Approve First Reading and Adoption of Revised Board Policy and Administrative Regulation - 7000 series: Revised BP/AR 7211 - Developer Fees.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CSBA Sample Board Policy

REVISED

Facilities

BP 7211(a)

DEVELOPER FEES

Note: ~~Developer fees are one method of financing facilities available to the district. As amended by SB 50 (Ch. 407, Statutes of 1998), Government Code 65995 prohibit cities and counties from requiring development fees in excess of the maximum amounts set forth in Education Code 17620 to help fund school facilities. Government Code 65995 and, as amended by AB 127 (Ch. 35, Statutes of 2006), Government Code 65997 essentially repeal, until 2012, the Mira/Hart/Murrietta line of case law which had granted cities or counties the authority to deny development projects based on a determination as to whether school facilities were adequate to meet the demands created by the development. Districts with current Mira agreements should consult legal counsel in order to determine whether that agreement can be "grandfathered," and therefore exempted from the SB 50 requirements.~~

~~See AR 7211 for detailed findings that must be made by the Governing Board prior to the levying of any developer fees. The following policy and regulation are optional.~~

~~The following policy is optional. Education Code 17620-17621 and Government Code 65995-65995.7 provide authority for three levels of developer fees that may be levied by school districts on residential, commercial, and industrial construction to mitigate the impact of increased enrollment on school facilities. Before imposing developer fees, the Governing Board must conduct a fee justification study and comply with other requirements.~~

~~Due to the failure of state bond measure Proposition 13 in March 2020, Government Code 65997 is operative until a new state bond measure is approved. Pursuant to Government Code 65997, public agencies may, on the basis of the inadequacy of school facilities, deny or refuse to approve a "legislative" act but may not require the payment of a fee in excess of that imposed pursuant to Government Code 65995-65995.7. Courts have distinguished between legislative acts (e.g., zoning ordinances) and adjudicative acts (e.g., subdivision approvals, variances, and conditional use permits). Districts with specific questions as to the operation of Government Code 65997 should consult legal counsel.~~

~~Level 1 fees, the basic mitigation fee, may be applied to residential, commercial, and industrial construction projects and must be within the limits established by law and the State Allocation Board (SAB). Level 2 fees apply only to residential construction, and the amount of the fee varies across districts as determined through a school facilities needs analysis. Level 3 fees may be double the amount of Level 2 fees, but may only be collected when SAB certifies that state funds for new school facility construction are not available.~~

~~Pursuant to Education Code 17620, some types of construction may be exempted from the developer fee. Districts should consult with legal counsel as appropriate.~~

In order to finance the construction or reconstruction of school facilities needed to accommodate ~~students~~ **coming increased student enrollment resulting** from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law ~~and administrative regulation.~~

BP 7211(b)

DEVELOPER FEES (continued)

Level 1 **Funding Fees**: Residential, Commercial and Industrial Construction

Note: ~~In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased For Level 1 fees, Government Code 65995 establishes a maximum amount of fee, which is adjusted for inflation by SAB every two years. In order to levy developer fees, Government Code 66001 requires that the Board conduct a fee justification study which demonstrates a reasonable relationship between residential, commercial, and industrial development in the district and the need for additional school facilities. It is important to note that, in order to increase their rates, Pursuant to Government Code 66001 and 66016, before increasing any fee, requires districts to must update their fee justification study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.~~

Courts have held that boards must be able to show that a valid method was used in the fee justification study. In Summerhill Winchester LLC v. Campbell Union School District, the Court of Appeal concluded that a fee justification study must include the following three factors: (1) a projection of the total amount of new housing expected to be built within the district; (2) an estimate of how many students will be generated by the new development; and (3) an estimate of what it will cost to provide the necessary school facilities for the new students. Districts with questions about the adequacy of a fee justification study or how to analyze the reasonableness of a fee in relation to the type of development at issue should consult legal counsel.

Before taking action to establish, increase, or impose Level 1 developer fees, the ~~Governing~~ Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the ~~public~~ facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the ~~public~~ facility or portion of the ~~public~~ facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall ~~schedule~~ hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting **at which a public hearing shall occur**, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed

BP 7211(c)

unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, **the use to which the fee is to be put**, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. **If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, ~~The~~ the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued:** (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

DEVELOPER FEES (continued)

Level 2 Funding Fees: Residential Construction

Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district ~~makes is considered eligible pursuant to Education Code 17071.10-17078.10 and a~~ timely application to SAB for new construction funding under the State Facilities Program for which ~~is made to the State Allocation Board~~ it is determined to be eligible by SAB pursuant to Education Code 17071.10-17071.76. In addition, Government Code 65995.5 requires the district to adopt a "~~Facility Needs Analysis~~" **facility needs analysis** and to satisfy the cost-saving/revenue-enhancing measures described in that section. The **facility needs analysis** ~~Needs Analysis~~ required by Government Code 65995.6 serves a similar purpose as the ~~Fee Justification Study~~ **fee justification study** detailed above, but specifies different legal requirements, as well as a different approval and adoption process. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.

In order to impose **Level 2** residential construction fees within the limits of Government Code 65995.5, the Board shall, **in addition to fulfilling the requirements above for Level 1 fees, undertake the following:** (Government Code 65995.5)

1. **Make a timely application to the State Allocation Board (SAB) for new construction funding for which it is eligible and be determined to be eligible by SAB**
2. **Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6**
3. **Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)** ~~(Government Code 65995.5)~~

Note: Government Code 65352.2, ~~as added by AB 1367 (Ch. 396, Statutes of 2001)~~, requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

DEVELOPER FEES (continued)

This analysis ~~may~~ **shall** not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

~~No~~ **Not** less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.

The fees authorized by Government Code 65995.6 and ~~Government Code 65995.7~~ shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding Fees: Residential Construction

Note: Government Code 65995.7 ~~has~~ **authorized** a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 funding) upon a determination by SAB that state funds are no longer available.

DEVELOPER FEES (continued)

When Level 3 fees are authorized by law and the district qualifies for Level 2 ~~funding fees~~ pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to ~~the requirements of Government Code 65995.7.~~

~~Pursuant to Government Code 65995.7, the~~The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 ~~funding fees~~ shall be the same as the requirements for Level 2 ~~funding fees~~ as specified above. **(Government Code 65995.7)**

Appeals Process for Protests by Developers

~~Note: In addition to authorizing developer protests in accordance with Government Code 66020 and 66021, Education Code 17621 requires the Board to provide an appeals process for commercial/industrial fees when the district has analyzed the impact of these projects on a categorical rather than individual basis.~~

~~The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)~~

Use of Fees

~~Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the following notice.~~

The Board shall review ~~the above~~ information **provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited,** at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. **(Government Code 66006)**

~~Note: Pursuant to Government Code 66001, if the following findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).~~

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: **(Government Code 66001)**

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged

DEVELOPER FEES (continued)

3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified

4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

Legal Reference:

EDUCATION CODE

17070.10-~~17077.10~~ **17079.30** Leroy F. Greene School Facilities Act of 1998

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts

101122 Schedule for allocation of proceeds from sale of bonds

GOVERNMENT CODE

6061 One time notice

6066 Two weeks' notice

65352.2 Level 2 funding notification requirement

65864-65869.5 Development agreements

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-~~66018.5~~ **66019** Development project fees **Procedures for adopting various fees**

66020-66025 Protests, legal actions, and audits

CODE OF REGULATIONS, TITLE 2

1859-1859. ~~106-108~~ School facility program

COURT DECISIONS

Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District (2019) 34 Cal. App. 5th 775

Summerhill Winchester LLC v. Campbell Union School District (2018) 30 Cal. App. 5th 545

Cresta Bella, LP v. Poway Unified School District (2013) 218 Cal.App.4th 438

Warmington Old Town Associates (2002) 101 Cal.App.4th 840

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Garrick Development Company v. Hayward Unified School District (1992) 3 Cal.App.4th 320

Management Resources:

WEB SITES

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

<https://www.dgs.ca.gov/OPSC>

(2/99) 6/21

Policy 7211: Developer Fees

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

In order to finance the construction or reconstruction of school facilities needed to accommodate students coming from new development, the Board of Education may establish, levy and collect developer fees on residential, commercial and industrial construction within the district, subject to restrictions specified by law and administrative regulation.

Appeals Process for Protests by Developers

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

State References	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/nuvesXH7Af1QqDOmGTa3wA==
Ed. Code 101122	Schedule for allocation of proceeds from sale of bonds
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998 - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts
Gov. Code 6061	One time notice
Gov. Code 6066	Two weeks' notice
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65864-65869.5	Development agreements
Gov. Code 65995-65998	Developer fees
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66018.5	Development project fees
Gov. Code 66020-66025	Protests and audits

Management Resources References

Management Resources References	Description
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References

Cross References	Description
7131	Relations With Local Agencies - https://simbli.eboardsolutions.com/SU/slsh9HslshN5b3cmEEKFqRgZDiplusQ==
7210	Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ==
7212	Mello-Roos Districts - https://simbli.eboardsolutions.com/SU/33niA7kMhVRALuJ35c7Zyw==

CSBA Sample Administrative Regulation

REVISED

Facilities

AR 7211(a)

DEVELOPER FEES

Note: Government Code 65995 provides authority for three different levels of developer fees to be levied by school districts. Pursuant to Education Code 17620 and Government Code 65995, Level 1 fees for residential, commercial and industrial construction may be assessed as long as the district's Developer Fee Justification Study, as required by Government Code 66001, justifies the amount. Pursuant to Education Code 17620, some types of construction may be exempted. Districts should consult with legal counsel as appropriate.

Level 1 Funding Fees: Residential, Commercial and Industrial Construction

Note: In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased every two years. It is important to note that, in order to increase their rates, Government Code 66001 and 66016 requires districts to update their Fee Justification Study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.

Before taking action to establish, increase or impose developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level 1 Funding Fees: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be

DEVELOPER FEES (continued)

~~valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)~~

~~Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)~~

~~At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:~~

- ~~1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)~~
- ~~2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001~~
- ~~3. The district's determination of either of the following conditions: (Government Code 66007)~~

~~Note: In order to collect fees earlier than the date of final inspection or the issuance of a certificate of occupancy, the district must determine either item #a or #b below:~~

- ~~a. That the fees are to reimburse the district for previous expenditures~~
- ~~b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan~~

Level 2 Funding Fees: Residential Construction

~~Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district is considered eligible pursuant to Education Code 17071.10-17078.10 and a timely application is made to the State Allocation Board. In addition, Government Code 65995.5 requires the district to adopt a "Facility Needs Analysis" and to satisfy the cost-saving/revenue-enhancing measures described in that section. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.~~

~~In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)~~

DEVELOPER FEES (continued)

1. — Make a timely application to the State Allocation Board for new construction funding for which it is eligible

Note: The Needs Analysis required by Government Code 65995.6 serves a similar purpose as the Fee Justification Study detailed above, but specifies different legal requirements, as well as a different approval and adoption process.

2. — Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6

3. — Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

Level 2 Funding Fees: Notice and Hearing Requirements

Note: Government Code 65352.2, as added by AB 1367 (Ch. 396, Statutes of 2001), requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

DEVELOPER FEES (continued)

~~No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)~~

~~In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)~~

~~The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)~~

~~Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.~~

~~The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)~~

Level 3 Funding Fees: Residential Construction

~~Note: Government Code 65995.7 has authorized a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 Funding) upon a determination by the State Allocation Board that state funds are no longer available. However, with the passage of the 2002 School Facilities Bond (Proposition 47) and its implementing legislation, AB 16 (Ch. 33, Statutes of 2002), districts are prohibited from levying Level 3 fees until the 2004 primary election.~~

~~When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.~~

Level 3 Funding Fees: Notice and Hearing Requirements

~~Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.~~

DEVELOPER FEES (continued)

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any **Governing Board** resolution adopting or increasing **Level 1, 2, or 3** developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)

Note: Item #2 below is **optional** and is intended to ensure that the district will have evidence that the required notification was delivered.

2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public **and the Board** the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee

3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned

AR 7211(e)

DEVELOPER FEES (continued)

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

~~The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)~~

~~Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the above notice.~~

~~In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)~~

~~Note: Pursuant to Government Code 66001, if the findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).~~

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged

~~3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified~~

AR 7211(f)

DEVELOPER FEES (continued)

~~4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund~~

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

~~Note: Pursuant to Education Code 17621, a developer may protest the imposition of any developer fees listed above in accordance with the requirements in Government Code 66020.~~

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. ~~This notice~~ **which** shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or

AR 7211(g)

DEVELOPER FEES (continued)

annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice.
(Government Code 66020)

(3/00 7/03) 6/21

Policy Reference UPDATE Service

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Regulation 7211: Developer Fees

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Level I Funding: Residential, Commercial and Industrial Construction

Before taking action to establish, increase or impose developer fees, the Board of Education shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level I Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)
The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. The district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan

Level 2 Funding: Residential Construction

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall

immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

Developers of residential, commercial and industrial projects who claim that the developer fee has been

inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/nuvesXH7Af1QqDOmGTa3wA==
Ed. Code 101122	Schedule for allocation of proceeds from sale of bonds
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998 - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts
Gov. Code 6061	One time notice
Gov. Code 6066	Two weeks' notice
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65864-65869.5	Development agreements
Gov. Code 65995-65998	Developer fees
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66018.5	Development project fees
Gov. Code 66020-66025	Protests and audits

Management Resources References

	Description
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QoEQ==

Cross References

	Description
7131	Relations With Local Agencies - https://simbli.eboardsolutions.com/SU/slsh9HslshN5b3cmEEkFqRgZDiplusQ==

7210 Facilities Financing - <https://simbli.eboardsolutions.com/SU/u7P3SQroAxis9PotBZiwyQ==>

7212 Mello-Roos Districts - <https://simbli.eboardsolutions.com/SU/33niA7kMhVRALuJ35c7Zyw==>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:

The Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association (SYEA) is for compensation for COVID-19 related leaves . The MOU is effective October 1, 2021 through June 30, 2022.

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and approval of the Collective Bargaining Agreement with San Ysidro Education Association (SYEA) to provide compensation for COVID-19 related leaves during 2021-22.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

2021-2022

\$135,609.75

(Amount)

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

Yes No

In-Person Instruction Grant

(Name of funding source and/or location)

Requisition #

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

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

San Ysidro School District

Name of Bargaining Unit: SAN YSIDRO EDUCATION ASSOCIATION Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 10/1/2021 Ending: 6/30/2022

This agreement will be acted upon by the Governing Board at its meeting on: NOVEMBER 18, 2021
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$25,705,419.00	\$0.00	0.00%		0.00%		0.00%
2. Salary Schedule - Increase (Decrease)	\$25,705,419.00	\$0.00	0.00%		0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$25,705,419.00	\$112,500.00	0.44%		0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$8,043,739.71	\$23,109.75	0.29%		0.00%		0.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$1,966,500.00	\$0.00	0.00%		0.00%		0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$35,715,658.71	\$135,609.75	0.38%	\$0.00	0.00%	\$0.00	0.00%
7. Total Number of Represented Employees	231.00	231.00					
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$154,613.24	\$587.06	0.38%				

Impact on other Funds: _____

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

Provisions of this MOU will be effective October 1, 2021 to June 30, 2022.

The District will provide up to five work days paid COVID leave at the employee's regular rate of pay (up to \$511 per day; \$4,088 in total) under one or more of the following circumstances: 1. Tests positive for COVID-19 and is required to isolate. 2. The employee is unable to work due to symptoms related to receiving the COVID-19 vaccine and submits proof of vaccination on the day of or day after vaccination. 3. The employee is caring for their own child whose school or place of daycare is closed due to an active COVID-19 quarantine order and submits documentation of closure and/or requirement to isolate. 4. The employee is caring for an immediate family member/household member who cannot take care of themselves due to COVID illness.

If a unit member exhausts both COVID Leave Days and other available paid leave and needs to take additional leave due to their minor child's school closure or an immediate family member's COVID illness, then access to extended leave days at the differential rate will be provided on an as-needed basis up to a total of eight days. For each additional day needed, \$143 shall be deducted from the unit member's pay.

Members who used their own leave balance for one or more of the above circumstances - from October 1, 2021 until the effective date of this MOU - shall have their hours restored upon communicating with the Human Resources Department. Members who had pay deducted - for one or more of the above circumstances - from October 1, 2021 until the effective date of this MOU shall be reimbursed upon communicating with the Human Resources Department.

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

No proposed negotiated changes in non-compensation items.

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

No specific impacts on instructional/support programs to accommodate this settlement.

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

E.	Source of Funding for Proposed Agreement <ol style="list-style-type: none">1. In Person Instruction Grant (IPI)2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? Provisions of this MOU will be effective October 1, 2021 to June 30, 2022.3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations) Provisions of this MOU will be effective July 1, 2021 to June 30, 2022.
----	---

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$66,213,966
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,112.39
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,986,418.98

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,986,419.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$1.04
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,986,420.04

3. Do unrestricted reserves meet the state standard minimum reserve amount?

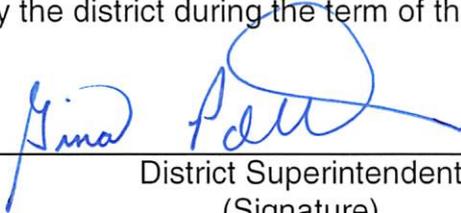
Yes

No

G. Certification

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

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


 District Superintendent
 (Signature)

11/7/2021
 Date


 Chief Business Official
 (Signature)

11/7/2021
 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Supplement

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

Date of governing board approval of budget revisions in Col. 2: June 24, 2021
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) 6/24/2021	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	48,139,866			48,139,866
Remaining Revenues (8100-8799)	18,628,861	135,610		18,764,471
TOTAL REVENUES	66,768,727	135,610	0	66,904,337
EXPENDITURES:				0
1000 Certificated Salaries	27,694,416	112,500		27,806,916
2000 Classified Salaries	11,049,930			11,049,930
3000 Employee Benefits	15,623,463	23,110		15,646,573
4000 Books and Supplies	2,596,824			2,596,824
5000 Services and Operating Expenses	8,486,070			8,486,070
6000 Capital Outlay	0			0
7000 Other	763,263			763,263
TOTAL EXPENDITURES	66,213,966	135,610	0	66,349,576
OPERATING SURPLUS (DEFICIT)	554,761	0	0	554,761
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	554,761	0	0	554,761
BEGINNING BALANCE	3,473,986			3,473,986
CURRENT YEAR-ENDING BALANCE	4,028,747	0	0	4,028,747
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	535,849			535,849
Committed (9750/9760)				0
Assigned (9780)	1,456,478	0	0	1,456,478
Reserve Economic Uncertainties (9789)	1,986,419			1,986,419
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Other Revisions (column 3) explanation:

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

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

2. Salary Schedule

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

3. Other Compensation

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

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

4. Statutory Benefits

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

5. Health/Welfare Benefits

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

6. Total Compensation

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

7. Total Number of Represented Employees

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

8. Total Compensation Cost for Average Employee

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT
AND THE SAN YSIDRO EDUCATION ASSOCIATION**

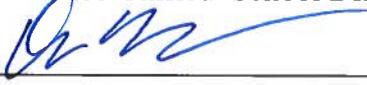
November 5, 2021

The San Ysidro School District ("District") and San Ysidro Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the impacts and effects of changes in federal law under COVID 19 pandemic conditions.

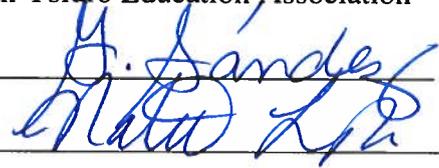
The District and SYEA recognize the importance of preventing the spread of coronavirus within the workplace, and employees are able to self-isolate in cases of suspected exposure. Therefore, the parties agree as follows:

1. The terms of this agreement will extend from October 1, 2021 through June 30, 2022.
2. The District will provide up to a total of five work days paid COVID leave at the employee's regular rate of pay (up to \$511 per day and \$4,088 in total) under one or more of the following circumstances:
 - tests positive for COVID-19 and is required to isolate.
 - The employee is unable to work due to symptoms related to receiving the COVID-19 vaccine and submits proof of vaccination on the day of or day after vaccination.
 - The employee is caring for their own child whose school or place of daycare is closed due to an active COVID-19 quarantine order and submits documentation of closure and/or requirement to isolate.
 - The employee is caring for an immediate family member / household member who cannot take care of themselves due to COVID illness.
3. If a unit member exhausts both COVID Leave Days and other available paid leave and needs to take additional leave due to their minor child's school closure or an immediate family member's COVID illness, then access to extended leave days at the differential rate will be provided on an as-needed basis up to a total of eight (8) days. For each additional day needed, \$143 shall be deducted from the unit member's pay.
4. Members who used their own leave balance for one or more of the above circumstances - from October 1, 2021 until the effective date of this MOU - shall have their hours restored upon communicating with the Human Resources Department. Members who had pay deducted - for one or more of the above circumstances - from October 1, 2021 until the effective date of this MOU shall be reimbursed upon communicating with the Human Resources Department.
5. Nothing in this MOU is intended to create a past practice or set a precedent.

San Ysidro Unified School District



San Ysidro Education Association



SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPOINT MEMBERS TO THE CITIZENS BOND OVERSIGHT COMMITTEE – 2ND TERM

BACKGROUND INFORMATION:

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

On April 11, 2019, the Governing Board approved and appointed members to the Committee which consisted of the following:

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

Most of the current BOC Members have shown an interest in continuing being part of the Committee for another 2-year term. Some Members may no longer meet the requirements of the group they represent. Any vacancies may have to be posted for eligible and qualified candidates to apply.

RECOMMENDATION:

Approve/Ratify the appointment of members to the Citizens' Bond Oversight Committee to serve a 2nd term (September 2021-2023) and post for any vacant positions that may become available.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: _____
Financial Implications?		Are funds for this item available in the 2021-2022 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A (Amount)		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: November 18, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0019 IN SUPPORT OF ASSEMBLY BILL NO. 75,
KINDERGARTEN-COMMUNITY COLLEGES PUBLIC EDUCATION FACILITIES
BOND ACT OF 2022

BACKGROUND INFORMATION:

Assembly Bill 75 (AB 75), as currently written, authorizes the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022, providing funding for renovation and improvements of existing classrooms, construction of new classrooms and school facilities, upgrades for HVAC and clean air filter and provide funds to meet new needs related to COVID-19, and among other, assistance for small school districts.

The District supports AB75, Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 in its current form as drafted and published on May 24, 2021.

RECOMMENDATION:

Approve Resolution No. 21/22-0019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 21/22-0019

**A RESOLUTION OF THE GOVERNING BOARD
OF THE SAN YSIDRO SCHOOL DISTRICT IN SUPPORT OF
ASSEMBLY BILL NO. 75, KINDERGARTEN-COMMUNITY COLLEGES
PUBLIC EDUCATION FACILITIES BOND ACT OF 2022**

WHEREAS, San Ysidro School District (“District”) is committed to providing a quality education to our students and preparing them to succeed in today’s global economy; and

WHEREAS, the District has over \$93.1 million in facility needs which is eligible to be partially matched by State School Facility funds; and

WHEREAS, the District has several projects on the current Wait List eligible for approximately \$6.25 million in state matching funds if voters approve AB 75; and

WHEREAS, replacing, upgrading and/or building new classrooms and facilities is expensive and state school bond funds provide the opportunity for Districts to build safe, welcoming, and modern classrooms that offer the learning opportunities required for a high-quality 21st century education; and

WHEREAS, Assembly Bill 75, as currently written, authorizes the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 (Bond Act of 2022), providing funding for renovation and improvements of existing classrooms, construction of new classrooms and school facilities, upgrades for HVAC and clean air filters; and

WHEREAS, new bond funds will expand Career Technical Education facilities to improve job and career training, provide funds to meet new needs related to COVID-19, assistance for small school districts; Charter School Facilities, and interim housing to assist Districts impacted by natural disasters.

WHEREAS, the District supports the School Facility Program retaining date order funding for all projects on the Wait List; and

WHEREAS, the passage of a new State Facility Bond will create jobs throughout California, including careers within the building trades,

WHEREAS, the State of California has committed funds from all previous bond measures and is currently facing an increasing backlog of unfunded needs, currently at over \$3 billion dollars; and

WHEREAS, Assembly Bill 75, the Bond Act of 2022, will not raise individual local property taxes, while at the same time reduces the need for additional local property taxes for school facilities, and

RESOLUTION NO. 21/22-0019

NOW, THEREFORE BE IT RESOLVED, that the San Ysidro School District supports the Assembly Bill 75 the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 in its current form as drafted and published on May 24, 2021.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the San Ysidro School District this 18th day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

I, Antonio Martinez, President of the San Ysidro School District Board of Education, do hereby certify that the forgoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

Board President, Antonio Martinez,

Board Clerk, Rosaleah Pallasigue

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM: Educational Services,
Cynthia Gonzalez, Executive Director Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – NOVEMBER

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 November 18, 2021 Board meeting:

- 2022 Governor’s Budget Workshop
- 2021-22 Putting It All Together (LCAP): Promoting Equitable Outcomes for All Students
- A-3 Social Narratives and Story-Based Interventions
- Annual Promise Neighborhood National Network Conference ~ Educational Equity in Action
- CAPTAIN 2021 Summit
- Lexile Virtual Training
- Managing Anxiety in the School Setting
- PATH: Paraeducator Accelerated Training Hub
- QPR: Question, Persuade & Refer
- Quarantine Virtual Training
- R-2 Reading Between the Lines
- R-6 Untestable to Testable: Transforming Students Who Are “Difficult” to Assess
- R-9 The ABCs of Preschool Assessment
- S-3 The Missing Link: Leveraging SLP Expertise to Promote Literacy Development
- San Diego County Assessment Huddles 2021-22
- Tuesday @ 2 School Nutrition Town Hall

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 2021-2022 Budget?
 Yes No Yes No

Requisition #

<small>APPROXIMATE COST</small> \$16,410.00 <small>(Amount)</small>
--

General, ELO Grant & Title II Funds <small>(Name of funding source and/or location)</small>
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Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – November 18, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Rodolfo Lopez (Board Member), Marilyn Adrianzen, Jennifer Cuestas, Guillermina Sandez, Others TBD	2022 Governor’s Budget Workshop	Online	January 21, 2022	\$260.00 per person + Cost of Substitute Teacher	General Fund
Marilyn Adrianzen, Amber Elliott	2021-22 Putting It all Together (LCAP): Promoting Equitable Outcomes for All Students	Online	December 9, 2021 February 8, 2022 March 8, 2022 April 12, 2022 May 10, 2022	\$0	N/A
Sylvia Villegas, Katarina Fray, Karla Vasquez	A-3 Social Narratives and Story-Based Interventions	Online	October 12, 2021-June 30, 2022	\$0	N/A
Omar Calleros	Annual Promise Neighborhood National Network Conference ~ Educational Equity in Action	Online	December 6-10, 2021	\$0	N/A
Marianna Rochin	CAPTAIN 2021 Summit	Online	November 1 &2, 2021	\$0	N/A
Adriana Aguilar, Carolina Hernandez, Luis Ramos	Lexile Training	Online	November 30, 2021	\$200.00 (Compensation)	Title II Fund
Kristine Hernandez Flores, Martha Murillo	Managing Anxiety in the School Setting	Online	October 27, 2021	\$0	N/A
Instructional Aides, Health Care Assistants	PATH: Paraeducator Accelerated Training Hub	Online	August 2021 – April 2022	\$15,750.00	E.L.O. Grant

Rebeca Ackerman	QPR: Question, Persuade & Refer	Online	November 16, 2021	\$0	N/A
Adriana Aguilar, Carolina Hernandez, Luis Ramos	Quantile Training	Online	December 6, 2021	\$200.00 (Compensation)	Title II Fund
Sylvia Villegas	R-2 Reading Between the Lines	Online	October 13, 2021-June 30, 2022	\$0	N/A
Sylvia Villegas, Karla Vasquez, Carla Querombin	R-6 Untestable to Testable: Transforming Students Who are "Difficult" to Assess	Online	October 13, 2021-June 30, 2022	\$0	N/A
Rebeca Ackerman, Marjorie Palacios, Melissa Hendrick, Sylvia Villegas, Karla Vasquez, Carla Querombin	R-9 The ABCs of PS Assessment	Online	October 13, 2021-June 30, 2022	\$0	N/A
Katarina Fray, Sylvia Villegas	S-3 Missing Link: Leveraging SLP Expertise to Promote Literacy	Online	October 18, 2021-June 30, 2022	\$0	N/A
Adriana Aguilar, Carolina Hernandez, Luis Ramos, Josefina Villegas	San Diego County Assessment Huddles 2021-22	Online	November 8, 2021 December 6, 2021 January 10, 2022 February 7, 2022 March 7, 2022 April 11, 2022 May 9, 2022	\$0	N/A
Marilyn Adrianzen	Tuesday @ 2 School Nutrition Town Hall	Online	November 16, 2021	\$0	N/A

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

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

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #4 (October 1, 2021 through November 5, 2021):
 ▪ General Fund: 0000007956-0000007958, 0000007960-0000007964, 0000007967-0000007970, 0000007972-0000007999, 0000008001-0000008018, 0000008020-0000008040, 0000008042-0000008073, 0000007076-0000008087, 0000008089-0000008090
 ▪ Child Development Fund: 0000007965-0000007966, 0000007971, 0000008041, 0000008074-0000008075, 0000008088
 ▪ Child Nutrition Fund: 0000008000, 0000008019.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period of October 1, 2021 through November 5, 2021. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$846,949.13
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (10/01/21 - 11/05/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/1/2021	0000007956	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	050	\$ 77.48
10/1/2021	0000007957	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 11,905.90
10/1/2021	0000007958	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	022	\$ 2,637.18
10/1/2021	0000007960	003986	R&R CONTROLS INC	MAINTENANCE MATERIAL	0100	8150000	4300007	070	\$ 768.51
10/1/2021	0000007961	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 639.46
10/1/2021	0000007962	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 9,972.08
10/1/2021	0000007963	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 1,000.00
10/1/2021	0000007964	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,025.82
10/4/2021	0000007967	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	0000000	4300011	071	\$ 13.73
10/4/2021	0000007967	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 14.18
10/4/2021	0000007968	0000000762	EMCOR SERVICES MESA ENERGY	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,712.50
10/5/2021	0000007969	004678	AMAZON.COM, INC.	MAINTENANCE MATERIAL	0100	3212000	4300000	010	\$ 3,274.74
10/5/2021	0000007970	0000000397	HORIZON DISTRIBUTORS	MAINTENANCE SUPPLIES	0100	0000000	4400000	069	\$ 1,493.84
10/5/2021	0000007972	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 6,808.13
10/7/2021	0000007973	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 1,692.89
10/7/2021	0000007974	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	022	\$ 355.34
10/7/2021	0000007975	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 1,516.69
10/7/2021	0000007976	0000000588	WRAP CITY, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,342.25
10/8/2021	0000007977	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	\$ 4,018.00
10/8/2021	0000007977	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	\$ 1,749.00
10/8/2021	0000007977	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	\$ 7,393.50
10/11/2021	0000007978	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 233.54
10/11/2021	0000007979	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	\$ 5,308.41
10/11/2021	0000007980	0000000669	MYSTERY SCIENCE INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	020	\$ 1,499.00
10/11/2021	0000007981	0000000245	OFFICESUPPLY.COM	OFFICE SUPPLIES	0100	0000000	4300011	020	\$ 503.26
10/11/2021	0000007982	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 4,459.20
10/11/2021	0000007983	004798	VORTEX INDUSTRIES, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 900.00
10/12/2021	0000007984	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 637.88
10/12/2021	0000007985	004185	B&H PHOTO,VIDEO	OFFICE SUPPLIES	0100	0000000	4300001	024	\$ 248.74
10/12/2021	0000007986	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300000	050	\$ 22.63
10/12/2021	0000007986	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	3212000	4300000	010	\$ 140.08
10/12/2021	0000007987	0000000364	VENTURA COUNTY OFFICE OF ED	REGISTRATION FEE	0100	5630000	5200003	061	\$ 100.00
10/12/2021	0000007988	002990	ULINE	OFFICE SUPPLIES	0100	0000000	4300011	020	\$ 278.32
10/12/2021	0000007989	004185	B&H PHOTO,VIDEO	OFFICE TECHNOLOGY	0100	3212000	4400000	067	\$ 20,925.65
10/12/2021	0000007990	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	3212000	4300001	067	\$ 256.51
10/12/2021	0000007991	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600007	070	\$ 55,461.24
10/12/2021	0000007992	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0490000	4300001	054	\$ 149.86
10/12/2021	0000007993	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	\$ 19,200.00
10/12/2021	0000007994	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	4300001	020	\$ 4,741.00
10/13/2021	0000007995	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	061	\$ 155.12

PURCHASE ORDER REPORT (10/01/21 - 11/05/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/13/2021	000007996	000000692	NADIA BRAUN	PROFESSIONAL SERVICES	0100	3213000	5800010	054	\$ 21,120.00
10/14/2021	000007997	000000830	CABLEANDKITS.COM	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 372.69
10/14/2021	000007998	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	022	\$ 500.00
10/15/2021	000007999	004678	AMAZON.COM, INC.	GROUPS SUPPLIES	0100	8150000	4300014	068	\$ 703.61
10/15/2021	000008001	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/15/2021	000008002	000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	0000000	4300001	016	\$ 4,562.46
10/18/2021	000008003	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/18/2021	000008004	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/18/2021	000008005	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 9,667.63
10/19/2021	000008006	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 40,000.00
10/19/2021	000008007	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 46.04
10/19/2021	000008008	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/19/2021	000008009	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 2,958.00
10/19/2021	000008009	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 2,581.00
10/19/2021	000008009	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 1,566.00
10/19/2021	000008009	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	\$ 3,567.00
10/19/2021	000008010	003311	SAN DIEGO COUNTY SUPERINTENDEN	CONTRACTED SERVICES	0100	0000000	5800010	080	\$ 12,469.58
10/19/2021	000008011	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	\$ 71.00
10/19/2021	000008012	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 10,000.00
10/19/2021	000008013	000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 4,076.63
10/19/2021	000008014	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 1,767.10
10/20/2021	000008015	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 4,271.07
10/20/2021	000008016	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,877.00
10/21/2021	000008017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 373.07
10/21/2021	000008018	000828	POSITIVE PROMOTIONS	OFFICE SUPPLIES	0100	8150000	4300011	070	\$ 1,024.49
10/21/2021	000008020	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 20,500.00
10/21/2021	000008021	004698	DOCUMENT TRACKING SERVICES,	CONTRACTED SERVICES	0100	0000000	5800000	061	\$ 2,500.00
10/21/2021	000008022	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/21/2021	000008023	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 402.26
10/21/2021	000008024	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/21/2021	000008025	001295	THE LIBRARY STORE, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 210.35
10/21/2021	000008026	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	\$ 228.02
10/21/2021	000008027	000000091	AVID CENTER	REGISTRATION FEES	0100	4035000	5200003	061	\$ 3,400.00
10/21/2021	000008028	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/21/2021	000008029	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 535.70
10/22/2021	000008030	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300010	020	\$ 147.58
10/22/2021	000008031	000000833	DAVE BANG ASSOCIATES INC.	OFFICE MATERIALS	0100	3213000	4400000	010	\$ 46,764.35
10/22/2021	000008032	000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIAL	0100	0000000	5800006	025	\$ 400.00
10/22/2021	000008033	000000644	TRANSFINDER CORPORATION	CONTRACTED SERVICES	0100	0982000	5800006	074	\$ 2,500.00
10/22/2021	000008034	000000795	ARDOR EDUCATION INC	INSTRUCTIONAL LICENSING	0100	0000000	5800006	025	\$ 899.96

PURCHASE ORDER REPORT (10/01/21 - 11/05/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/22/2021	000008035	004678	AMAZON.COM, INC.	OFFICE MATERIALS	0100	0000000	4300011	064	\$ 236.81
10/25/2021	000008036	0000000326	ILLUMINATE EDUCATION INC.	REGISTRATION FEES	0100	4035000	5200003	061	\$ 675.00
10/26/2021	000008037	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 20,000.00
10/26/2021	000008038	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 484.00
10/26/2021	000008039	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 1,616.24
10/28/2021	000008040	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	3212000	4300000	010	\$ 143.95
10/29/2021	000008042	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	8150000	5600005	068	\$ 2,600.00
10/29/2021	000008043	0000000834	EDTHEORY LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	\$ 85,000.00
10/29/2021	000008044	0000000833	DAVE BANG ASSOCIATES INC.	OFFICE MATERIALS	0100	3213000	4400000	010	\$ 13,282.34
11/1/2021	000008045	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	\$ 1,044.00
11/1/2021	000008046	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	\$ 1,223.71
11/1/2021	000008047	000041	BEAR COMMUNICATIONS, INC.	OFFICE MATERIAL	0100	3213000	4300000	025	\$ 2,370.50
11/1/2021	000008048	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	\$ 150.08
11/1/2021	000008049	004601	SIR SPEEDY PRINTING 02890	CONTRACTED SERVICES	0100	0000000	4300011	061	\$ 233.18
11/1/2021	000008050	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	\$ 512.76
11/1/2021	000008051	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 1,941.08
11/1/2021	000008052	000654	LOS ANGELES COUNTY OFFICE	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 183.48
11/1/2021	000008053	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	\$ 223.48
11/1/2021	000008054	004678	AMAZON.COM, INC.	OFFICEU SUPPLIES	0100	3213000	4300000	025	\$ 107.73
11/1/2021	000008055	003099	PARENT INSTITUTE FOR QUALITY	CONTRACTED SERVICES	0100	3010000	5800010	061	\$ 42,000.00
11/1/2021	000008056	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	\$ 121.80
11/1/2021	000008057	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0000000	4300001	016	\$ 113.46
11/1/2021	000008058	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	016	\$ 5,683.64
11/1/2021	000008059	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	\$ 313.20
11/1/2021	000008060	0000000745	SCREENCASTIFY, LLC	TECHNOLOGY LICENSING	0100	0000000	5800006	067	\$ 5,775.00
11/1/2021	000008061	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 40,000.00
11/1/2021	000008062	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	\$ 114.19
11/1/2021	000008063	0000000779	TRAFERA, LLC	TECHNOLOGY SUPPLIES	0100	0000000	5800006	067	\$ 3,200.00
11/1/2021	000008064	004678	AMAZON.COM, INC.	INSTRUCATIONAL SUPPLIES	0100	3213000	4300000	025	\$ 438.43
11/1/2021	000008065	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	3010000	5200003	061	\$ 5,200.00
11/1/2021	000008066	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	\$ 114.73
11/2/2021	000008067	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 1,516.69
11/2/2021	000008068	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 133.29
11/2/2021	000008069	002308	PRO ED	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 723.00
11/2/2021	000008070	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 646.29
11/2/2021	000008071	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	\$ 22,402.84
11/2/2021	000008072	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	3213000	4300000	010	\$ 1,103.36
11/2/2021	000008073	0000000371	U.S. BANK	CONTRACTED SERVICES	0100	9010075	5800010	080	\$ 10,000.00
11/3/2021	000008076	004678	AMAZON.COM, INC.	INSTRUCTIONAL	0100	0000000	4300001	025	\$ 840.61
11/3/2021	000008077	000535	SCHOOL SPECIALTY	MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 154.13

PURCHASE ORDER REPORT (10/01/21 - 11/05/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
11/3/2021	000008078	000000829	FOUNDATION BUILDING MATERIALS LLC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
11/3/2021	000008079	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	0000000	4300020	069	\$ 3,000.00
11/3/2021	000008080	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 1,137.84
11/3/2021	000008081	000000835	INTERNATIONAL INSTITUTE FOR	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	025	\$ 816.75
11/3/2021	000008082	001725	SPINITAR/PRESENTATION PRODUCTS	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 786.51
11/4/2021	000008083	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	\$ 753.17
11/4/2021	000008084	001531	AUDIOMETRICS	MEDICAL SUPPLIES	0100	0000000	4300000	050	\$ 72.84
11/4/2021	000008085	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 25,000.00
11/5/2021	000008086	000000779	TRAFERA, LLC	TECHNOLOGY SUPPLIES	0100	3212000	4300001	067	\$ 15,419.02
11/5/2021	000008087	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 855.84
11/5/2021	000008089	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 94.15
11/5/2021	000008090	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 267.41
Total for 0100									\$ 840,520.78
10/1/2021	000007965	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 1,335.06
10/1/2021	000007966	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 911.31
10/5/2021	000007971	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 321.23
10/29/2021	000008041	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	\$ 1,125.24
11/3/2021	000008074	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 857.91
11/3/2021	000008075	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 245.41
11/5/2021	000008088	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	\$ 303.34
Total for 1200									\$ 5,099.50
10/15/2021	000008000	004678	AMAZON.COM, INC.	CAFETERIA SUPPLIES	1300	5310000	4300026	085	\$ 1,104.51
10/21/2021	000008019	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	\$ 224.34
Total for 1300									\$ 1,328.85
Grand Total									\$ 846,949.13

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 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 October 1, 2021 through October 31, 2021 with checks #14-824906 through #14-833239 for a total expenditure of \$1,477,962.81 from the following sources:

- General Fund - \$1,419,063.85
- Child Developer Fund- \$2,700.00
- Child Nutrition Fund- \$56,198.96

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of October 1, 2021 through October 31, 2021 for a total expenditure of \$1,477,962.81. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$1,477,962.81
(Amount)

Various (see above)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
10/1/21-10/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14825920	MRC SMART TECHNOLOGY SOLUTIONS	10/7/2021	9625.77	0100	MAINTENANCE AGREEMENT
14825921	MARK KIRCHER	10/7/2021	28.62	0100	MILEAGE
14825922	MAXIM HEALTHCARE SERVICES, INC	10/7/2021	16700.00	0100	PROFESSIONAL SERVICES
14825923	DAILY JOURNAL CORPORATION	10/7/2021	113.05	0100	CONTRACTED SERVICES
14825924	ALEXIS TAPIA	10/7/2021	109.00	0100	REIMBURSEMENT
14825925	PAULO AZEVEDO	10/7/2021	59.96	0100	REIMBURSEMENT
14825926	EMCOR SERVICES MESA ENERGY	10/7/2021	1712.50	0100	CONTRACTED SERVICES
14825928	THE STEPPING STONE GROUP	10/7/2021	24135.28	0100	PROFESSIONAL SERVICES
14825929	ASSESS-APE LLC	10/7/2021	2000.00	0100	PROFESSIONAL SERVICES
14825930	WAXIE SANITARY SUPPLY	10/7/2021	8765.17	0100	CUSTODIAL SUPPLIES
14825931	SAM & ROSE STEIN EDUCATION	10/7/2021	2728.79	0100	PROFESSIONAL SERVICES
14825932	THE INSTITUTE FOR EFFECTIVE	10/7/2021	970.52	0100	PROFESSIONAL SERVICES
14825933	OFFICE DEPOT	10/7/2021	4870.02	0100	INSTRUCTIONAL SUPPLIES
14825934	REPUBLIC SERVICES	10/7/2021	15113.14	0100	UTILITIES
14825935	CALIFORNIA DEPT. OF JUSTICE	10/7/2021	637.00	0100	CONTRACTED SERVICES
14825936	PRO ED	10/7/2021	1259.93	0100	INSTRUCTIONAL MATERIAL
14825937	COOLE SCHOOL	10/7/2021	520.50	0100	INSTRUCTIONAL MATERIAL
14825938	CALIFORNIA ELECTRIC SUPPLY	10/7/2021	2203.83	0100	MAINTENANCE SUPPLIES
14825939	SOUTHWEST SCHOOL & OFFICE	10/7/2021	49086.53	0100	INSTRUCTIONAL SUPPLIES
14825940	SAN YSIDRO SCHOOL DISTRICT	10/7/2021	13122.37	0100	PCARD REPLENISH
14825941	OPTIMUM FLOORCARE	10/7/2021	116.86	0100	GROUNDS SUPPLIES
14825942	GALLAGHER BENEFIT SERVICES, INC	10/7/2021	452.20	0100	PROFESSIONAL SERVICES
14825943	OTAY MESA SALES INC.	10/7/2021	1039.79	0100	MAINTENANCE SUPPLIES
14825944	FOLLETT SCHOOL SOLUTIONS,INC	10/7/2021	53357.22	0100	INSTRUCTIONAL SUPPLIES
14827215	PIONEER HEALTHCARE SERVICES LLC	10/11/2021	13733.28	0100	PROFESSIONAL SERVICES
14827216	MAXIM HEALTHCARE SERVICES, INC	10/11/2021	12634.24	0100	PROFESSIONAL SERVICES
14827217	KRISTIN MAKENA	10/11/2021	2750.00	0100	PROFESSIONAL SERVICES
14827218	SPRINT	10/11/2021	4379.19	0100	CONTRACTED SERVICES
14827219	EWING IRRIGATION	10/11/2021	1009.65	0100	GROUND SUPPLIES
14827220	BEST BEST & KRIEGER LLP	10/11/2021	13160.50	0100	LEGAL SERVICES
14827221	ONE TRIPP TREE SERVICE INC.	10/11/2021	36290.00	0100	CONTRACTED SERVICES
14828470	CORODATA RECORDS MANAGEMENT, INC.	10/14/2021	181.69	0100	CONTRACTED SERVICES
14828471	VECTOR USA	10/14/2021	15223.30	0100	PROFESSIONAL SERVICES

Expenditure Report
10/1/21-10/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14828472	SUNBELT RENTALS, INC.	10/14/2021	488.00	0100	RENTAL EQUIPMENT
14828473	ACSA FOUNDATION FOR EDUCATIONAL	10/14/2021	1500.00	0100	REGISTRATION FEES
14828474	CAPITOL ADVISORS GROUP, LLC	10/14/2021	2000.00	0100	PROFESSIONAL SERVICES
14828475	AARDVARK ANT & PEST CONTROL INC.	10/14/2021	2248.00	0100	CONTRACTED SERVICES
14828476	KARINA VICTORINO	10/14/2021	39.31	0100	MILEAGE
14828477	MOBYMAX LLC	10/14/2021	958.00	0100	INSTRUCTIONAL MATERIAL
14828478	FRANK VILLALVA JR.	10/14/2021	810.00	0100	PROFESSIONAL SERVICES
14828479	TRAFFIC SAFETY STORE.COM	10/14/2021	1829.73	0100	MAINTENANCE SUPPLIES
14828480	GEM INDUSTRIAL ELECTRIC, INC	10/14/2021	88350.00	0100	CONTRACTED SERVICES
14828481	SAN DIEGO GAS & ELECTRIC	10/14/2021	131028.31	0100	UTILITIES
14828482	CITY TREASURER	10/14/2021	25280.45	0100	UTILITIES
14828483	LAKESHORE	10/14/2021	2059.56	0100	INSTRUCTIONAL SUPPLIES
14828484	ATTAINMENT COMPANY, INC.	10/14/2021	685.52	0100	INSTRUCTIONAL SUPPLIES
14828485	ACADEMIC THERAPY PUBLICATIONS	10/14/2021	646.50	0100	INSTRUCTIONAL SUPPLIES
14828487	KONE INC	10/14/2021	11195.11	0100	CONTRACTED SERVICES
14828488	HARBOR FREIGHT TOOLS	10/14/2021	384.44	0100	MAINTENANCE SUPPLIES
14828489	IMPERIAL SPRINKLER SUPPLY	10/14/2021	97.73	0100	GROUPS SUPPLIES
14828490	BENCHMARK EDUCATION COMPANY	10/14/2021	66693.63	0100	INSTRUCTIONAL SUPPLIES
14828492	TEAMTALK NETWORK	10/14/2021	397.80	0100	MAINTENANCE AGREEMENT
14828493	SIR SPEEDY PRINTING 02890	10/14/2021	174.56	0100	OFFICE SUPPLIES
14828496	NIMCO, INC	10/14/2021	2595.45	0100	INSTRUCTIONAL MATERIAL
14828497	SPARKLETTS	10/14/2021	449.66	0100	CONTRACTED SERVICES
14828498	XEROX CORPORATION	10/14/2021	4955.37	0100	MAINTENANCE AGREEMENT
14829625	ORANGE COUNTY DEPT. OF EDUCATION	10/18/2021	800.00	0100	REGISTRATION FEES
14829626	ALLIANCE ENGINEERING OF CALIFORNIA, INC	10/18/2021	5543.20	0100	PROFESSIONAL SERVICES
14829627	P.I.P.S.	10/18/2021	71370.25	0100	CONTRACTED SERVICES
14829628	BMR HEALTH SERVICES, INC	10/18/2021	15543.36	0100	PROFESSIONAL SERVICES
14829629	PIONEER HEALTHCARE SERVICES LLC	10/18/2021	7434.88	0100	PROFESSIONAL SERVICES
14829630	PROJECT LEAD THE WAY INC	10/18/2021	8485.31	0100	INSTRUCTIONAL SUPPLIES
14829631	PANERA BREAD COMPANY	10/18/2021	191.17	0100	REFRESHMENTS
14829632	WRAP CITY, INC	10/18/2021	1342.25	0100	CONTRACTED SERVICES
14829633	NADIA BRAUN	10/18/2021	480.00	0100	PROFESSIONAL SERVICES
14829634	RIVERSIDE ASSESSMENTS, LLC	10/18/2021	2521.63	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
10/1/21-10/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14829635	NATIONAL AUTO FLEET GROUP	10/18/2021	132714.59	0100	CAFETERIA TRUCK
14829636	TRAFERA, LLC	10/18/2021	39360.00	0100	TECHNOLOGY LICENSING
14829637	BEAR COMMUNICATIONS, INC.	10/18/2021	1112.55	0100	OFFICE SUPPLIES
14829638	WILKINSON HADLEY KING &	10/18/2021	5760.00	0100	PROFESSIONAL SERVICES
14829639	WAXIE SANITARY SUPPLY	10/18/2021	15281.35	0100	CUSTODIAL EQUIPMENT
14829640	SAM & ROSE STEIN EDUCATION	10/18/2021	12158.50	0100	PROFESSIONAL SERVICES
14829641	PARADIGM HEALTHCARE SERVICES	10/18/2021	3605.00	0100	PROFESSIONAL SERVICES
14829642	SCHOLASTIC , INC	10/18/2021	1530.00	0100	INSTRUCTIONAL MATERIAL
14829643	CURRICULUM ASSOC. INC.	10/18/2021	11415.92	0100	INSTRUCTIONAL SUPPLIES
14829644	SCHOOL SERVICES OF CALIFORNIA	10/18/2021	4080.00	0100	CONTRACTED SERVICES
14829645	THE INSTITUTE FOR EFFECTIVE	10/18/2021	9219.94	0100	PROFESSIONAL SERVICES
14829646	REFRIGERATION SUPPLIES	10/18/2021	140.32	0100	MAINTENANCE SUPPLIES
14828494	AMAZON.COM, INC.	10/14/2021	13418.51	0100	INSTRUCTIONAL SUPPLIES
14829648	HOME DEPOT	10/18/2021	3231.04	0100	GROUNDS SUPPLIES
14829649	GOPHER SPORT	10/18/2021	2009.87	0100	INSTRUCTIONAL SUPPLIES
14829650	BUS WEST	10/18/2021	44.62	0100	TRANSPORTATION SUPPLIES
14829651	CALIFORNIA DEPT. OF JUSTICE	10/18/2021	1078.00	0100	CONTRACTED SERVICES
14829652	RANCHO SAN DIEGO NURSERY INC	10/18/2021	243.00	0100	GROUNDS SUPPLIES
14829653	AUDIOMETRICS	10/18/2021	200.00	0100	CONTRACTED SERVICES
14829654	PRO ED	10/18/2021	859.58	0100	INSTRUCTIONAL SUPPLIES
14829655	AT&T	10/18/2021	7092.35	0100	UTILITIES
14829656	VALLEY INDUSTRIAL SPECIALTIES	10/18/2021	1287.78	0100	MAINTENANCE SUPPLIES
14829657	BEST BUY	10/18/2021	239.24	0100	MEDICAL SUPPLIES
14829658	ALPHA SMOG STATION	10/18/2021	160.00	0100	CONTRACTED SERVICES
14829659	PEARSON	10/18/2021	10401.75	0100	INSTRUCTIONAL MATERIAL
14829660	MICHAEL BAKER INTERNATIONAL	10/18/2021	5930.00	0100	PROFESSIONAL SERVICES
14829661	RUSSELL SIGLER, INC	10/18/2021	438.54	0100	CONTRACTED SERVICES
14829662	SAFETY-KLEEN SYSTEMS, INC.	10/18/2021	318.07	0100	MECHANIC SUPPLIES
14829663	AMERI-MEX PLUMBING INC	10/18/2021	6808.13	0100	CONTRACTED SERVICES
14829664	TIME AND ALARM SYSTEMS	10/18/2021	550.00	0100	CONTRACTED SERVICES
14829665	VORTEX INDUSTRIES, INC.	10/18/2021	900.00	0100	CONTRACTED SERVICES
14829666	ONE TRIPP TREE SERVICE INC.	10/18/2021	15010.50	0100	CONTRACTED SERVICES
14829667	FLYERS ENERGY	10/18/2021	3271.17	0100	CONTRACTED SERVICES

Expenditure Report
10/1/21-10/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14829668	SOUTH BAY COMMUNITY SERVICES	10/18/2021	11553.00	0100	PROFESSIONAL SERVICES
14830932	SCHOLASTIC , INC	10/21/2021	7394.54	0100	INSTRUCTIONAL MATERIAL
14830933	HAWTHORNE MACHINERY	10/21/2021	4183.85	0100	CONTRACTED SERVICES
14830934	CURRICULUM ASSOC. INC.	10/21/2021	11130.83	0100	INSTRUCTIONAL SUPPLIES
14830935	ASELTINE SCHOOL	10/21/2021	4777.67	0100	PROFESSIONAL SVICES
14830936	ACE COOLING & FREEZING	10/21/2021	2889.18	0100	CONTRACTED SERVICES
14830937	RGC GENERAL EMGINEERING INC	10/21/2021	37375.20	0100	CONTRACTED SERVICES
14830938	BEST PLUMBING SPECIALTIES INC	10/21/2021	415.80	0100	MAINTENANCE SUPPLIES
14830939	ABA EDUCATION FOUNDATION	10/21/2021	2694.00	0100	PROFESSIONAL SERVICES
14832187	AVID CENTER	10/25/2021	13358.00	0100	CONTRACTED SERVICES
14832188	HORIZON DISTRIBUTORS	10/25/2021	5271.70	0100	GROUNDS SUPPLIES
14832189	VEX ROBOTICS, INC	10/25/2021	3790.36	0100	INSTRUCTIONAL SUPPLIES
14832190	KARINA VICTORINO	10/25/2021	83.10	0100	MILEAGE
14832191	TRANSFINDER CORPORATION	10/25/2021	2500.00	0100	CONTRACTED SERVICES
14832192	IXL LEARNING INC.	10/25/2021	5413.00	0100	INSTRUCTIONAL LCENSING
14832193	GORM, INC.	10/25/2021	6395.70	0100	CUSTODIAL SUPPLIES
14832194	LAW OFFICE OF MATTHEW H. STOREY	10/25/2021	4600.00	0100	LEGAL FEES
14832195	CROWN LIFT TRUCKS	10/25/2021	1756.92	0100	CONTRACTED SERVICES
14832196	CITY TREASURER	10/25/2021	4142.57	0100	UTILITIES
14832197	WAXIE SANITARY SUPPLY	10/25/2021	9732.95	0100	CUSTODIAL SUPPLIES
14832198	GRAINGER	10/25/2021	975.01	0100	MAINTENANCE SUPPLIES
14832199	DUNN-EDWARDS CORP.	10/25/2021	293.82	0100	MAINTENANCE SUPPLIES
14832200	SCHOOL SPECIALTY	10/25/2021	82.52	0100	INSTRUCTIONAL SUPPLIES
14832201	OFFICE DEPOT	10/25/2021	8941.64	0100	INSTRUCTIONAL SUPPLIES
14832202	PERMA BOUND PUB.	10/25/2021	14521.49	0100	INSTRUCTIONAL SUPPLIES
14832203	COOLE SCHOOL	10/25/2021	1273.50	0100	INSTRUCTIONAL SUPPLIES
14832204	YMCA OF SAN DIEGO COUNTY	10/25/2021	82148.52	0100	PROFESSIONAL SERVICES
14832205	FLEETWASH INC	10/25/2021	203.92	0100	CONTRACTED SERVICES
14832206	BEST BUY	10/25/2021	1775.49	0100	TECHNOLOGY SUPPLIES
14832207	SOUTHWEST SCHOOL & OFFICE	10/25/2021	726.43	0100	OFFICE SUPPLIES
14832208	R&R CONTROLS INC	10/25/2021	67.49	0100	MAINTENANCE SUPPLIES
14832209	OPTIMUM FLOORCARE	10/25/2021	316.82	0100	GROUNDS SUPPLIES
14832210	RGC GENERAL EMGINEERING INC	10/25/2021	4972.00	0100	CONTRACTED SERVICES

Expenditure Report
10/1/21-10/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14832211	NANCY FETZER'S LITERACY	10/25/2021	2576.10	0100	INSTRUCTIONAL SUPPLIES
14833230	AARDVARK ANT & PEST CONTROL INC.	10/28/2021	1323.00	0100	CONTRACTED SERVICES
14833231	WEX BANK	10/28/2021	3150.18	0100	OPERATIONAL SERVICES
14833232	FRANK VILLALVA JR.	10/28/2021	2405.00	0100	PROFESSIONAL SERVICES
14833233	LAW OFFICE OF MATTHEW H. STOREY	10/28/2021	4100.00	0100	LEGAL FEES
14833234	HIMS, INC	10/28/2021	5840.00	0100	INSTRUCTIONAL MATERIAL
14833235	SCHOLASTIC , INC	10/28/2021	745.04	0100	INSTRUCTIONAL SUPPLIES
14833236	LEARNING A-Z	10/28/2021	34200.00	0100	LICENSES MATERIAL
14833237	SAN DIEGO COUNTY SUPERINTENDEN	10/28/2021	9077.86	0100	CONTRACTED SERVICES
14833238	BEST BEST & KRIEGER LLP	10/28/2021	10672.00	0100	LEGAL FEES
14833239	AMAZON.COM, INC.	10/28/2021	12678.25	0100	OFFICE SUPPLIES
Total Fund 01			\$ 1,419,063.85		
14825927	TEACHING STRATEGIES, LLC	10/7/2021	2700.00	1200	LICENSE FEES
Total Fund 12			\$ 2,700.00		
14824906	GOLD STAR FOODS	10/4/2021	30507.93	1300	CAFETERIA FOODS
14824907	INDUSTRIAL ELECTRIC	10/4/2021	1774.35	1300	CONTRACTED SERVICES
14824908	SYSCO SAN DIEGO INC.	10/4/2021	1828.00	1300	CAFETERIA FOOD
14824909	JOHNSON CONTROLS	10/4/2021	1628.76	1300	CONTRACTED SERVICES
14824910	P&R PAPER SUPPLY COMPANY, INC.	10/4/2021	5526.26	1300	CAFETERIA PAPER GOODS
14824911	LLOYD PEST CONTROL CO.	10/4/2021	200.00	1300	CONTRACTED SERVICES
14824912	CALIFORNIA DEPARTMENT OF	10/4/2021	498.75	1300	CONTRACTED SERVICES
14828486	HOLLANDIA DAIRY INC.	10/14/2021	13790.91	1300	CAFETERIA FOOD
14829647	COUNTY OF SAN DIEGO	10/18/2021	444.00	1300	CONTRACTED SERVICES
Total Fund 13			\$ 56,198.96		
Grandtotal			\$ 1,477,962.81		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and Resolution No. 21/22-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2021-22 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

November 18, 2021

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Illuminate Education	Develop customized reports for Educational Services (2021-22)	\$2,500.00	Title I	Gonzalez
2	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Amendment No. 1 - Additional services and increase project budget.	\$21,281.00	COPs Refunding Fund	Adrianzen/Farkas/Azevedo
3	Our Lady of Mt. Carmel	2021-22 Academic Enrichment Program Spending Plan for Title I funds and services.	\$2,376.00	Title I	Gonzalez
4	Our Lady of Mt. Carmel	2021-22 Academic Enrichment Program Spending Plan for Title II funds and services.	\$9,494.00	Title II	Gonzalez
5	Our Lady of Mt. Carmel	2021-22 Academic Enrichment Program Spending Plan for Title IV-A funds and services	\$5,404.00	Title IV, Part A	Gonzalez
6	Renaissance Learning	Subscription renewal for Freckle Math Student license for Smythe Elementary School, includes Renaissance Smart Start Product Training at no additional cost. Term 12-1-21 to 11-30-22	\$8,100.00	ESSER III	Gonzalez/Little
7	San Diego County Superintendent	Amendment No. 1 - Clifton Assessments and Training. Extend term to June 30, 2022 and add services.	\$13,135.40	General	Farkas
8	San Diego Police Department	Law Enforcement and Educational Agency Agreement to provide the Gang Resistance Education and Training (G.R.E.A. T.) Program during 2021-22	N/A	N/A	Gonzalez/ Bojorquez (SYMS)/ Rodriguez (Willow)
9	San Diego State University Research Foundation	NCUST Program for leadership at Willow School.	\$10,000.00	Title II	Farkas
10	Utah State University	To provide university students studying dietetics learning experiences.	N/A	N/A	Heath

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: SERVICE AGREEMENT WITH ILLUMINATE EDUCATION TO DEVELOP CUSTOMIZED REPORTS

BACKGROUND INFORMATION:

Illuminate Education offers Illuminate Data & Assessment (DnA), a platform that provides all school-sites staff a single, web-based point of access to meet data, assessment and reporting needs. Educators will have instant access to tools that will allow them to analyze the efficacy of the teaching and learning in both qualitative and quantitative data. Instructional leaders have timely and relevant reports to support the development of each school site’s core curriculum and key instructional strategies.

Educational Services is requesting approval to enter into a service agreement with Illuminate Education to develop custom versions of pre-built reports to meet the needs of our District.

The following reports will be customized for SYSD:

1. SYSD Form 1 – Individual Class Results
2. SYSD Form 2 – Class Quadrant Sort
3. SYSD Form 3 – Grade/Course Summary
4. SYSD Form 4 – Overall Multiple Assessment Subgroup Comparison

RECOMENDATION:

Approve/Ratify the agreement with Illuminate Education to develop customized reports at the cost of \$2,500.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Action/Service 1.4: Curriculum, Instruction, and Data Driven Systems - Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$2,500.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Client Order

Q-128500

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 11/3/2021
Valid Through: 12/3/2021

Prepared By: Franck Reyherme

Start Date:
End Date:
Quote Term:

Customer: San Ysidro School District
Address: 4350 Otay Mesa Rd
San Ysidro, California 92173

Contact: Jacob Rodriguez
Phone: 619.428.4476

Products

Dates: 11/11/2021 - 11/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Custom BI Report Building	A custom-built report designed to meet customer-defined specifications.	\$2,500.00	\$2,500.00
			Products Subtotal:	\$2,500.00
			Products Grand Total:	\$2,500.00

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

SYSD BOARD APPROVED: 11-18-21

Marilyn Adrianzen, CBO



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

- (a). **“Client Order”** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). **“Client Personnel”** means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). **“Documentation”** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). **“Embedded Applications”** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). **“Licensed Products”** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). **“Professional Service(s)”** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). **“Services”** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). **“Software”** means the Illuminate software programs described in the applicable Client Order.
- (i). **“Subscription Period”** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“Termination”).
- (j). **“Third Party Software”** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (**FAST product customers only**) and/or University of Virginia (**PALS product customers only**) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: SAN YSIDRO SCHOOL DISTRICT

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: Marilyn Adrianzen

Title: _____

Title: Chief Business Official

Date: _____

Date: _____

Board approved: 11-18-21

STATEMENT OF WORK

Attachment to the above referenced Client Order # Q-128500.

This Statement of Work (“SOW”) is to describe the services engagement between Illuminate Education, Inc. (“Illuminate”) and San Ysidro School District.

The deliverables are in connection with the following Illuminate products (the “Software”):

- DNA

I. Project Overview:

The objective of this project is to develop custom versions of the existing Form 1-4 prebuilt reports.

II. Project Plan:

Name of Reports

1. SYSD Form 1 - Individual Class Results
2. SYSD Form 2 - Class Quadrant Sort
3. SYSD Form 3 - Grade / Course Summary
4. SYSD Form 4 - Overall Multiple Assessment Subgroup Comparison

Client Responsibilities

For the report to function as expected, San Ysidro School District must:

- Keep all DNA core data files accurate and up to date.
 - “studemo.txt” core data file must include optional field: “US School Entry Date”
- Accurately set “Subject Area” field on assessment “Information” page for all relevant assessments
- Accurately set “Grade Levels” checkboxes on assessment “Information” page for all relevant assessments

Report Design & Functionality

- The design of all 4 reports will be identical to the existing Form 1–4 reports.
- **The following changes will be made** to the functionality and underlying business logic where applicable in all 4 reports:
 - **Definition of “Passing” for Standards**
 - Old Report:
 - For all standards, “Passing” is defined as 4 or more questions correct.
 - New Report:
 - For **Grade 1–6 ELA assessments ONLY**, “Passing” is defined as 3 or more questions correct.
 - For all other assessments, “Passing” is defined as 4 or more questions correct (same as old report).

- **Long Term English Learners (LTELs)**
 - LTEL is defined as 6+ years from student’s US School Entry Date.
 - A new LTEL tag will be added to Form 2
 - The “AA” (African American) tag will be removed from Form 2
 - A custom LTEL filter will be added to all 4 reports

III. Project Schedule:

All dates herein are for Client’s convenience, and the dates are subject to change based on accurate information and the timely provision thereof.

Illuminate will endeavor to deliver the report by **11/30/2021** if Illuminate receives the signed Statement of Work (“SOW”) and the signed Master Subscription Licenses & Services Agreement (“MSLSA”) **no later than 11/11/2021**.

The project schedule above is no longer valid if the signed SOW and MSLSA are received after 11/11/2021. In the event the signed SOW and MSLSA are not received by 11/11/2021, a new project schedule will be determined when the signed SOW and MSLSA are received by Illuminate.

IV. Fees and Expenses:

The Fees for this SOW are as follows:

- Customizations to Form 1-4 Reports (Exhibit A): **\$2,500.00**

Any changes requested to the reports outside of the scope detailed in this contract will require a new contract and may incur additional cost.

All Services are prepaid in accordance with the terms and conditions contained in the Illuminate MSLSA, which governs this SOW.

If information provided by Client regarding its environment is materially inaccurate, Illuminate may require additional fees to complete this SOW and Client agrees to negotiate in good faith with Illuminate to determine the amount of such additional fees. If Customer and Illuminate are not able to agree upon such additional fees, the SOW may be terminated pursuant to the Agreement, subject to fees earned through the date of termination.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate corporate action to exercise this SOW, which is governed by the terms and conditions of the Illuminate MSLSA.

ILLUMINATE EDUCATION, INC.

San Ysidro School District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Marilyn Adrianzen

Title: _____

Title: Chief Business Official

Date: _____

Date: _____

Board approved: 11-18-21

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM: Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act, Title I, Part A: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel requested funding to pay for tutoring services from The Ed Ladder to support student learning. The total amount of Title I allocations for school year 2021-2022 shall not exceed \$2,376.00.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2021-2022 school year at a cost not to exceed \$2,376.00.

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 2021-2022 Budget?

Yes No

Requisition #

Total Allocation: \$2,376.00 (Amount)
--

Title I Fund (Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Memorandum of Understanding ESEA Title I

Provision of Programs and Services to Private Schools

2021-2022

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2021-2022 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its Title I students.

Section 2: How will the students' needs be identified?

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2021-2022 school year, Our Lady of Mt Carmel identified tutoring services, specifically the Learning Support, as an area of need for its students.

Term: November 19, 2021 – June 30, 2022

Section 3: What services and products will be provided?

After a meeting on October 12, 2021, and per an email dated November 10, 2021, Our Lady of Mt Carmel (OLMC) requested this funding to be used on the following:

1. Tutoring Services from The Ed Ladder Company for the 6 qualifying students

The total amount of Title I funding for school year 2021-2022 shall not exceed \$2,376.00.

Section 4: How, when, where, and by whom will the services be provided?

- (a) According to the Household Income form, only 6 students qualify for Title I Services at Our Lady of Mt. Carmel.
- (b) Teachers will review students' individual STAR tests results and student grades to determine who needs learning support.
- (c) Once students have been identified, they will be recommended for tutoring.
- (d) The tutoring coaches from Ed Ladder will reinforce skills that were identified as areas of need for each student.
- (e) The Ed Ladder will invoice SYSD after services for 6 qualifying students have been rendered.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of the resources provided to Title I students services provided by The Ed Ladder. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

This MOU is 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 MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board approved: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 9, 2021

Needs Assessment Title I :

Our Lady of Mount Carmel School is requesting allotted Title I fund money to be used towards tutoring services by the Ed Ladder Company.

Teachers will review individual STAR Test results to determine which students are lacking significant growth in the areas of Math and Language Arts. Additionally, student grades and classwork will be taken into consideration along with teacher observations and formal/informal classroom assessments. Once students have been identified as needing learning support the student will be recommended for tutoring.

- The Tutoring Coach will reinforce skills that student's teachers have identified as areas of need while providing support on school work.

Blessings

Sister Eva Lujano SJS, Principal
Our Lady of Mount Carmel School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF
MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

The total allocation of Title II funds for Our Lady of Mt. Carmel School is \$9,494.00.

Our Lady of Mt. Carmel selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt. Carmel staff. The amount for these professional development sessions for school year 2021-22 shall not exceed \$9,494.00.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2021-2022 school year at a cost not to exceed \$9,494.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.20: 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?

Yes No

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

Yes No

Requisition #

Total Allocation:

\$9,494.00

(Amount)

Title II Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Memorandum of Understanding ESEA Title II

Provision of Title II Professional Development to Private Schools

2021-2022

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2021-2022 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs are identified through the accreditation process. For the 2021-2022 school year, Our Lady of Mt Carmel continues its ongoing trainings from FACTS Education Solutions.

Term: October 22, 2021 – June 30, 2022

Section 3: What services and products will be provided?

After a meeting on October 12, 2021, Our Lady of Mt Carmel (OLMC) selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for school year 2021-22 shall not exceed \$9,494.00.

Professional Developments:

- Universal Design for Learning (UDL)
- Standards Referenced Grading
- Plus, additional professional development sessions recommended by OLMC, not to exceed the allotted amount of \$9,494.00

SYSD will provide the following:

- District shall pay FACTS Education Solutions, LCC for the selected services as described above during this contract term. The amount shall not exceed \$9,494.00 for the 2021-2022 school year.
- FACTS Education Solutions, LCC shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work was performed, and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU).

District shall pay FACTS Education Solutions, LCC within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from October 22, 2021, thru June 30, 2022, to all teachers and administrators from Our Lady of Mt. Carmel School. Professional development activities will take place at various locations and be provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approval: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 1, 2021

To Whom it May Concern,

Our Lady of Mount Carmel School is requesting allotted Title II fund money to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver evidence based professional development including Standards Referenced Grading to private school teachers and school leaders.

FACTS Education Solutions, LLC will consult with the private school principal and/ or school leaders to identify the outcome goals of the training sessions, evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.

Blessings,

Sister Eva Lujano, Principal
Our Lady of Mount Carmel School

**Proposal for 2021-2022 Title II Professional Development
Our Lady of Mount Carmel School
San Ysidro School District
Proposal Date: 10/05/2021**

Services Description

FACTS Ed will partner with the Diocese of San Diego to provide two (2) days of virtual professional development for teachers and administrators from Our Lady of Mount Carmel School focused on Universal Design for Learning (UDL). Workshops will take place on October 22, 2021 and March 11, 2022.

Session Descriptions

Universal Design for Learning (UDL)

In order to meet the needs of all learners, we have to create inclusive and equitable systems that ensure that all students have equal opportunities to learn at high levels. We need to make sure students and educators are getting the support they need academically, behaviorally, and social-emotionally in order to succeed.

In this workshop, educators will develop a deeper understanding of UDL as part of a more comprehensive Multi-Tiered System of Support (MTSS). Educators will learn the key concepts of UDL and gain the knowledge needed to start using UDL in lesson and assessment design in order to develop expert learners.

At the conclusion of the workshops, educators and administrators will design a product of practice and implement it with their learners. Administrators will work with teachers to support the implementation of UDL practices across grade levels and begin creating processes to support UDL within a Multi-Tiered System of Supports (MTSS).

Support

Registration

Diocese of San Diego will submit a list of attendees to FACTS Education Solutions at the conclusion of the workshops.

Materials

All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the event. Payment is due 30 days from receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation report
- Agenda
- Session evaluation summary

LEA Contact Information

San Ysidro School District
Irene Lopez
irene.e.lopez@sysdschools.org
619-428-4476

Cost of Services \$ **1,942.00**

Terms and Conditions

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT.
CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School, and the Private School Provisions as amended by the Every Student Succeeds Act: Funds are intended to increase the capacity of local education agenda (LEAs) and schools to meet the goals of the ESEA by 1) providing all students with the access to a well-rounded education, 2) improving school conditions for student learning, and 3) improving the use of technology in order to improve the academic achievement and digital literacy of all students.

Our Lady of Mt. Carmel School has requested to participate in Title IV, Part A, Student Support and Academic Enrichment program for the 2021-2022 school year. The total allocation for Title IV, Part A funds for Our Lady of Mt. Carmel School should not exceed \$5,404.00.

Our Lady of Mt. Carmel is requesting technology equipment to improve academic achievement and digital literacy to use technology effectively. This includes 3 Epson-PowerLite LCD Projectors.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for the 2021-2022 Academic Enrichment Program Spending Plan for Title IV-A funds and services at the total amount of \$5,404.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. – Action 1.21: Continue to provide supplemental programs and resources to support student achievement in core content areas and to support language acquisition.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Total Allocation:
\$5,404.00

(Amount)

Title IV, Part A Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Memorandum of Understanding Title IV

Provision of Programs and Services to Private Schools

2021-2022

Section 1: General

The San Ysidro School District has been notified by Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the *Student Support and Academic Enrichment Program* for the 2021-2022 school year. Under Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local education agencies (LEAs) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student teaming, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Camel School in order to serve its students.

Section 2: How will the students' needs be identified?

Based on the most recent data. Teacher observations and needs of students was determined.

Each LEA, or consortium of such agencies, that receives a Title IV, Part A allocation pursuant to ESSA Section 4109 shall use a portion of such funds to improve the use of technology to improve the academic achievement, academic growth, and digital literacy of all students, including by meeting the needs of such agency or consortium that are identified in the needs assessment conducted (if applicable), which may include—

1. providing educators, school leaders, and administrators with the professional learning tools, devices, content, and resources to—
 1. personalize teaming to improve student academic achievement;
 2. discover, adapt, and share relevant high-quality educational resources;
 3. use technology effectively in the classroom, including by administering computer-based assessments and blended teaming strategies; and
 4. implement and support school and district-wide approaches for using technology to inform instruction, support teacher collaboration, and personalize learning;
2. building technological capacity and infrastructure, which may include—
 1. procuring content and ensuring content quality; and
 2. purchasing devices, equipment, and software applications in order to address readiness shortfalls;

3. developing or using effective or innovative strategies for the delivery of specialized or rigorous academic courses and curricula through the use of technology, including digital learning technologies and assistive technology;
4. carrying out blended learning projects, which shall include—
 1. planning activities, which may include development of new instructional models (including blended learning technology software and platforms), the purchase of digital instructional resources, initial professional development activities, and one-time information technology purchases, except that such expenditures may not include expenditures related to significant construction or renovation of facilities; or
 2. ongoing professional development for teachers, principals, other school leaders, or other personnel involved in the project that is designed to support the implementation and academic success of the project;
5. providing professional development in the use of technology (which may be provided through partnerships with outside organizations) to enable teachers and instructional leaders to increase student achievement in the areas of science, technology, engineering, and mathematics, including computer science; and
6. providing students in rural, remote, and underserved areas with the resources to take advantage of high-quality digital teaming experiences, digital resources, and access to online courses taught by effective educators.

Section 3: What services and products will be provided?

- 3 Epson – PowerLite 2250U-3LCD Projectors at \$1,650 each plus tax = \$5,383.13

Amount not to exceed: \$5,404.00

Section 4: How, when, where, and by whom will the services be provided?

The purchase will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The item in section 3 will be provided for the use of Title IV to serve the needs of SYSD students enrolled at Our Lady of Mt. Carmel.

Section 5: How will the services be assessed to improve the program?

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of services provided to students. The representatives shall determine if any changes are needed in the program during the current or next school year. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approval: 11-18-21



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 1, 2021

To Whom it May Concern,

Our Lady of Mount Carmel School proposes the allotted Title IV funds be used towards purchasing three Epson - PowerLite 2250U-3LCD projectors for teachers to use to demonstrate the construction of a complete sentence (spelling, compound sentence, vocabulary, sounds etc.) Teacher will also show step by step math instruction according to relevant coursework in a clear and precise way. This technology will allow the teacher to demonstrate different mathematical procedures in an interactive method. **\$5404.00**

Item:

Product Name:	Epson - PowerLite 2250U-3LCD projector
Amount:	\$1650.00 x 3 = \$4950.00 plus tax = \$5333.00
Link:	https://www.walmart.com/ip/PowerLite-2250U-Full-HD-WUXGA-3LCD-Projector/923553861

Blessings,

Sister Eva Lujano, Principal
Our Lady of Mount Carmel School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS AGREEMENT

BACKGROUND INFORMATION:

Due to the environmental conditions (fires) and the overwhelming issues with the power grid during the summer due to heatwaves. The district office has experienced longer than usual power outages that can affect data equipment in the server rooms and child nutrition services food stored in the refrigerator and freezers here that the district office. These expenses can be eliminated by installing a generator at the district office.

On June 24, 2021, the Governing Board approved with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for Geotechnical, Special Inspection and Materials Testing Services for the new generator project.

Amendment No. 1 – Additional work and the exceedance of the estimates for the masonry construction in an estimated cost of \$7,747.00.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the Ninyo & Moore Geotechnical & Environmental Sciences Consultant Agreement for Geotechnical, Special Inspection and Materials Testing Services for the new generator project. The new contract total for additional services is \$21,281.00 from the COPs Refinancing fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?
 Yes No

Are funds for this item available in the 2021-2022 Budget?
 Yes No

Requisition #

ESTIMATE
\$21,281.00
(Amount)

COPS Refinancing Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



October 14, 2021
Project No. 109252001

AMENDMENT NO. 1

Mr. Paulo Azevedo
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Amendment Request For
Geotechnical, Special Inspection, and Materials Testing Services
San Ysidro School District Office – Emergency Generator Installation
4350 Otay Mesa Road, San Ysidro, California

Dear Mr. Azevedo:

We have continued to provide geotechnical, special inspection, and materials testing services for the San Ysidro School District Office – Emergency Generator Installation project in accordance with the project documents and the requests of the Project Inspector. Based on our review of our billings through the September 2021 billing period and our estimate of the remaining work, the fees associated with our geotechnical, special inspection, and materials testing services for this project have exceeded the original budget amount. In preparation of this budget amendment request, we have reviewed our services provided to date and our accounting records through the September 2021 billing period and we have also discussed the anticipated remaining work with the Project Inspector, Mr. Frederick Snedeker. The fees associated with our services have been increased due to the performance of additional work and the exceedance of the estimates for the masonry construction, as described in the following sections.

ADDITIONAL SERVICES

During the course of the project, a couple construction activities have resulted in the accrual of additional fees and charges relating to additional services that were requested to be performed by our personnel. These services included observation and probing of utility trench excavation bottoms prior to backfilling with slurry, performing plant inspection during masonry grout production, and accumulation of standby time by the batch plant inspector. A breakdown of the personnel hours and associated fees for these additional services are presented in the attached Table 1.

EXCEEDED SERVICES

During preparation of our fee estimate for the project, we did not have the benefit of a contractor's construction schedule to aid in the development of our estimate. Based on our previous experience with similar projects, we estimated that the masonry construction portion of the project would take approximately one week to perform. For the masonry construction phase of the project, the contractor's crew combination of one mason, two tenders, and one foreman were able to perform the masonry construction in just under two weeks. Accordingly, the number of hours and the fees accumulated for the masonry inspection services exceeded our original estimate. In addition to the inspector hours, masonry prisms and additional masonry mortar samples were collected and samples. A breakdown of the personnel hours, tests, and associated fees for the exceeded services relating to the inspection and testing of masonry construction are presented in the attached Table 1.

REMAINING SERVICES

Based on discussions with the Project Inspector, the remaining work beyond the September 2021 billing period include coring of the masonry wall for test samples, testing of masonry cores for shear bond, concrete batch plant inspection for the generator equipment pad, sampling and testing the concrete for the generator equipment pad, post-installed anchor installation inspection, testing of post-installed anchors, and preparation of the Division of the State Architect (DSA) closeout reports. A breakdown of the personnel hours, laboratory tests, and associated fees for the remaining services are presented in the attached Table 1.

CONTRACT SUMMARY

Based on the services we have provided to date and our estimate of the remaining services, we anticipate that the fees associated with our services will exceed the existing contract amount by approximately \$7,747 (Seven Thousand Seven Hundred Forty-Seven Dollars). A breakdown of the additional fees for this budget amendment request is presented in the attached Table 1. For convenience, the following summarizes our current contract amount and this budget amendment request:

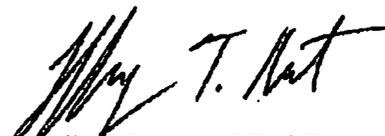
Original Contract	\$	13,534
This Budget Amendment Request	\$	7,747
Total Amended Budget	\$	21,281

If you are in agreement with this budget amendment request, please forward us the updated contract documents for the project. We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE



Kevin J. Diner
Senior Staff Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

KJD/JTK/gg

Attachment: Table 1 – Breakdown of Additional Fees

SYSD BOARD APPROVED: 11-18-21

Marilyn Adrianzen, CBO

Date

Table 1 – Breakdown of Additional Fees**Out of Scope Services**

Field Technician, Soils	4 hours @	\$102.00 /hour	\$	408.00
Grout Batch Plant Inspector and Stand-By Time	3 hours @	\$102.00 /hour	\$	306.00
		Subtotal	\$	714.00

Exceeded Services

Reinforced Masonry, Special Inspector	28 hours @	\$102.00 /hour	\$	2,856.00
Masonry Prism, half size, compression	4 tests @	\$120.00 /test	\$	480.00
Masonry Mortar Compression	3 tests @	\$35.00 /test	\$	105.00
		Subtotal	\$	3,441.00

Remaining Services

Senior Staff Engineer/Geologist	4 hours @	\$142.00 /hour	\$	568.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$102.00 /hour	\$	408.00
ACI Concrete Technician	4 hours @	\$102.00 /hour	\$	408.00
Post Installed Anchor, Special Inspector	4 hours @	\$102.00 /hour	\$	408.00
Pull Test Technician and Equipment	4 hours @	\$190.00 /hour	\$	760.00
Coring Equipment (includes one technician)	4 hours @	\$190.00 /hour	\$	760.00
Compression Tests	4 tests @	\$35.00 /test	\$	140.00
Masonry Core, Shear Bond	2 tests @	\$70.00 /test	\$	140.00
		Subtotal	\$	3,592.00

TOTAL ADDITIONAL FEE			\$	7,747.00
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Smythe Elementary
Russell Little, Principal

Informational
 Action

AGENDA ITEM: AGREEMENT WITH RENAISSANCE LEARNING INC.

BACKGROUND INFORMATION:

Freckle Math program provides teachers with the best differentiation platform, so they can teach students at the level that is best for them. It offers math material covering K-9 standards. Students start off with a diagnostic, and after that they work with problems at their own skill level. Students build math fact fluency by testing their ability to recall the basic facts in all four operations, accurately and quickly.

The Principal of Smythe Elementary School is requesting approval to purchase the Freckle Math Student subscription renewal from Renaissance Learning, Inc.

Term: December 1, 2021 to November 30, 2022

RECOMMENDATION:

Approve the License Agreement with Renaissance Learning to renew the Freckle Math Student Subscription for Smythe Elementary School at a cost of \$8,100.00 from the ESSER III funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 2021-2022 Budget?

Yes No

Requisition #

\$8,100.00

(Amount)

ESSER III FUNDS

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2551028

Smythe Elementary School - 270700

1880 Smythe Ave
San Ysidro, CA 92173-1518

Reference ID: 527065

Subscription Ends: 11/30/2021

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$8,100.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$8,100.00

This quote includes: Renaissance Freckle.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: []
(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: []

San Ysidro School District

Renaissance Learning, Inc.	Smythe Elementary School - 270700
	By: 
Name: Ted Wolf	Name: Marilyn Adrianzen
Title: VP - Corporate Controller	Title: Chief Business Official
Date: 04/08/2021	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

Board approved: 11-18-21

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2551028

Quote Details

Smythe Elementary School - 270700

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Freckle Math Student Subscription	12/01/2021 - 11/30/2022	540	\$15.00	\$8,100.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Smythe Elementary School Total			USD \$8,100.00	

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Subscription Renewal

Quote #: RPRNQ2551028

This quote is valid until 12/30/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License ("Terms") govern Your access to and use of the Products. The exact Products are described in Your Quote, which is also a part of these Terms.

1. **Definitions.** Capitalized words have special meaning and are defined below.
2. **License to Products**
 - 2.1 We grant You a license to access and use the Products, if You agree to these Terms. Some Products such as Star Reading, myIGDIs and Accelerated Reader must be used in Your buildings ("In-School Products"). Other Products such as Freckle and myON Reader) may be used outside of school ("Anywhere Products").
 - 2.2 We will also host the Products ("Hosting Services"), which You may access via the Internet.
 - 2.3 Who May Use the Products and Where.
 - a. In-School Products. Your students, including Homebound Students, faculty and staff may use the Products with assessment tools in Your buildings, unless we agree in advance that In-School Products may be used in other locations.
 - b. Anywhere Products. Your students, faculty and staff may use Content Products anywhere that they may access them.
 - c. SmartStart. You will have access to Renaissance SmartStart, a free on-demand, in-product training program that includes resources to help Your faculty and staff use Your Products.
 - d. Access. Your access starts on the date shown in Your Quote. Access will be for all the Products in Your Quote and will run through the end of the Term. Because we need to protect ourselves (and You), we may stop Your access, if we see a threat from a hacker, virus or other cyber-attack.
 - e. Student Capacity. The maximum number of Your students authorized to use the Products during the Subscription Period is identified in Your Quote. You may increase that number, during the Subscription Period, provided we agree to do so in writing.
 - 2.4 Account Set Up.
 - a. We will create Your administrator account and give You access, along with Your identification number, password, encryption key, and any other access codes. You should safeguard this information.
 - b. We will also help You load Your Data. You remain responsible for creating user names and passwords for Your students, faculty and staff. You agree not to transfer or sell this login information to anyone other than the intended user at Your institution.
- 2.5 Your Hardware, Other Software and Services. Our Products should work well with most of Your hardware, and other software and services that You use ("Third-Party Services"). We work with You to try and configure Your Products to work with Third-Party Services, but we cannot guarantee that Third-Party Services will operate correctly or that the Third-Party Services will be available during Your Term.
- 2.6 Maintenance. We may need to update Your Products to maintain their performance. These Terms apply.
3. **Professional Services**
 - 3.1 Professional Services. If identified in Your Quote, Renaissance-provided Professional Services will be governed by these Terms, including **Exhibit B**.
 - 3.2 Deliverables and Ownership. We own all Deliverables created as part of Renaissance-provided Professional Services. However, You may use all Deliverables during Your Subscription Period; Your use is non-transferable, non-sublicensable and non-exclusive.
4. **Fees.** You agree to pay us the amount in the Quote ("Fees") within 30 days of our invoice unless we agree in advance on alternate payment terms. Amounts not paid within that time (and, not subject to a good faith dispute), bear interest from the time payment was due until the time paid, at the higher rate of (a) 1% per month compounded monthly, or (b) the highest rate allowed by law in Your state. You also agree that no terms or conditions in Your purchase order (or other order documentation) form override these Terms. If You do not pay Your Fees, You are materially breaching these Terms and Your access to the Products will end.
5. **Term; Termination; Effect of Termination**
 - 5.1 Term. These Terms start on the first date written in Your Quote and continue until the end of Your Subscription Period (the "Term").
 - 5.2 Termination.
 - a. For Breach. A party that receives written notice of a material breach has 30 days to cure the breach. If the breach is not cured, the notifying party may terminate these Terms by giving written notice. We will refund Your Fees on a prorated basis through the end of Your Term.

- b. For Bankruptcy. Either party may terminate these Terms immediately upon the other party's filing of an application for bankruptcy, whether voluntary or involuntary.
- 5.3 Effect of Expiration or Termination; Survival.
- a. Access. Once Your Subscription Period is over, your access to Your Products will terminate, unless we have agreed in advance to continue our relationship.
- b. Survival. Some provisions in these Terms naturally survive termination in Your jurisdiction. You agree that Sections 5.3, 6-10 and 12 survive termination.
6. **Intellectual Property Rights; Ownership**
- 6.1 As part of Your Subscription, You are authorized to use our trademarks, copyrights and patents. You own Your Data, and as part of Your Subscription, You grant us a non-exclusive, royalty free, worldwide license to use, store, edit, re-format Your Data in order for the Products to function.
- 6.2 To avoid any doubt, we are not expressly or implicitly granting you any other rights, license, release, covenant or immunities, including by estoppel, to the Products.
7. **Confidentiality**. You and Renaissance agree to take reasonable steps to keep each other's Confidential Information secret and not to disclose it to, or allow it to be used by, anyone who does not work for one of us. You also agree to treat our Confidential Information as if it was Yours; and, we will treat Your Confidential Information as if it was ours.
8. **Data Protection and Security**
- 8.1 Data You Need to Avoid. Your Products are not meant for data not related to academics and assessments. Accordingly, You agree that You will not provide to us any social security numbers, financial account numbers, protected health information, driver's license information, passport or visa number, or credit card information.
- 8.2 Data Protection. The security of Your Data is important to us and is governed by the provisions of our Data Protection Addendum which can be found here <https://doc.renlearn.com/KMNet/R62068.pdf>; the privacy of Your Data is governed by our Privacy Notice which can be found here <https://doc.renlearn.com/KMNet/R60990.pdf> or as Renaissance and You may agree separately, or as required by law. We may need to access Your account and any data contained within that account in the event You submit a support request. Any such access will be governed by the Privacy Notice.
9. **Indemnification**
- 9.1 Renaissance Indemnification. We agree to indemnify You against any Action alleging that Your use of the Products infringes a United States copyright, trademark, or patent. You agree that our indemnification will be limited to paying the amount stated in a final non-appealable judgement or a mutually acceptable settlement agreement. You also agree that we are not responsible for any Action against You relating to: (i) modification of Products by, or directed by, You; (ii) Your continued alleged infringement after being notified; (iii) any third-party software or services; or, (iv) Your use of the Products outside of these Terms. If the Products are enjoined from use, in a final non-appealable decision, we may, at our sole expense and option: (i) negotiate a license for Your continued use of the Products; (ii) replace or modify the Products with non-infringing Products; or, (iii) terminate Your access to the Products, subject to Your right to terminate. We also reserve the right to modify the Products to avoid potential infringement.
- 9.2 Your Indemnification. If You breach or violate these Terms, You agree to defend, indemnify, and hold us harmless from loss resulting from any Action.
- 9.3 Indemnification Procedure. Renaissance and You agree: (a) to promptly notify the other in writing of any Action; (b) to provide exclusive control and discretion to the indemnifying party (including choice of counsel and settlement authority); (c) to cooperate (at indemnifying party's expense) with reasonable requests in support of the defense against any Action; and, (d) to refrain from agreeing to and/or acknowledging (i) liability regarding the Products and/or (ii) validity, enforceability or infringement of any Intellectual Property Right asserted against the Products.
- 9.4 Sole Remedy. The indemnity provided in this section shall be Your sole and exclusive remedy regarding Actions based on third-party Intellectual Property Rights.
10. **Limitation of Liability and Disclaimer of Warranties**
- 10.1 PRODUCTS ARE "AS IS"; NO WARRANTY THAT THEY WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT POSSIBLE DEFECTS WILL BE CORRECTED; AND; WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY ARISING FROM COURSE OF DEALING OR PERFORMANCE.
- 10.2 Limitation of Liabilities.
- Provided the laws of Your State permit it, You agree:
- a. to limit our liability to direct damages, specifically excluding liability for any other damages;

- b. to cap our aggregate liability arising out of these Terms to the lesser of (i) Your Fees; or, (ii) \$100,000;
 - c. that we have no responsibility for Third-Party Services;
 - d. to limit our liability with respect to Professional Services or Deliverables to correction of such Professional Services or Deliverables. If correction is impractical, we will refund the pertinent Fees;
 - e. that the fees and rights granted to each party, along with the allocation of risk in these Terms reflect the economic basis of the parties' relationship. Absent the economic basis, these Terms would not have been made.
11. **Force Majeure.** If You or we need to delay (or, fail) to perform an obligation under these Terms due to an act of God or a natural disasters ("Force Majeure"), we will avoid a potential breach by: (a) promptly notifying the other Party in writing of the Force Majeure; (b) using reasonable efforts to mitigate delay or failure; and, (c) promptly resuming performance after the Force Majeure.
12. **Miscellaneous**
- 12.1 **Compliance with Applicable Laws.** You agree to comply with all applicable laws in connection with Your use of our Products. Specifically with regards to Your use of our Star CBM and Lalilo by Renaissance products optional fluency voice recording feature, you agree to comply with applicable state voice recording statutes.
- 12.2 **Entire Agreement.** These Terms constitute the entire agreement between Renaissance and You and supersede all previous agreements. Any changes to these Terms must be in writing and signed by both parties.
- 12.3 **Severability.** If a provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. You and we agree to substitute a valid provision, most closely approximating the intent of the severed provision.
- 12.4 **Waiver.** If a party fails to exercise a right (or insists on strict compliance by the other of an obligation) under these Terms, the other may still exercise such right (or insist on compliance). Also, waiver by one party of a particular default by the other is not a continuing waiver that impairs the aggrieved party's rights to subsequent default.
- 12.5 **Working Through Issues and Governing Law.** If we have a misunderstanding or disagreement, You agree to meet with us to try and work it out. While we hope we can work it out amongst ourselves, if we cannot, then we can use Your state's laws and system to guide us.
- 12.6 **Notices.** Notices under these Terms shall be in writing and shall be deemed received when delivered (a) in-person, (b) via the USPS, postage prepaid, (c) via UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.
- 12.7 **Assignment.** The rights and obligations of either party under these Terms may be transferred only with the prior written consent of the other party, except that we reserve the right to assign without restriction to an entity that acquires substantially all of our stock, assets, or business. Upon valid transfer, these Terms inure to the benefit of, and bind, the successors, assigns, heirs, executors and administrators of the parties.
- 12.8 **Relationship of the Parties.** The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation nor make any representation or warranty on behalf of the other Party. There are no third-party beneficiaries to these Terms.
- 12.9 **Limitation of Action.** Any action by You in connection with these Terms must be brought (a) within two years after the cause of action arose or (b) such longer period of time as required by applicable law.
- 12.10 **Duplicates.** These Terms may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of these Terms shall be treated as an original for all purposes.
- 12.11 **Export Law Assurances.** You may not use or export the Products except as authorized by U.S. law. In particular, You agree not to export the Products (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Products, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.
- 12.12 **Representations.** Each party represents and warrants that it is duly authorized to enter into these Terms.
- 12.13 **Equitable Rights.** Each party acknowledges that a breach (or threatened breach) of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy, without posting bond.

EXHIBIT A

Definitions

"Action" means a third-party claim, suit, or arbitration.

"Products" means the commercial software products (including all related intellectual property) being provided to You under these Terms, including, in all cases, executable program modules thereof, as well as related documentation, Content and computer readable media, regardless of how Products are accessed or used. The Products are set forth in the Quote and shall include all Renaissance Product and related content.

"Authorized User" means Your faculty and staff (including administrators and teachers), students accounted for in Your Quote (including Homebound Students) and the parents of such students.

"Confidential Information" means proprietary, technical, and financial information that one of us discloses to the other. Renaissance confidential information includes trade secrets, technology, information related to our business operations, and any technical information related to the Products or Hosting Services.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Services.

"Homebound Student" means one of Your students that cannot attend school due to conditions adequately substantiated by a provider or authority in Your jurisdiction.

"Intellectual Property Rights" means worldwide intangible assets including (a) patents (design, utility or other), patent disclosures, Products and inventions (patentable or not), (b) trade and service marks, trade dress, trade names and domain names, including associated goodwill, (c) original expressions in any fixed medium (registered and unregistered) copyrights and copyrightable works (including Products) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) other intangible assets (registered or unregistered) and (f) Products for, and renewals or extensions of, (a) – (e) and/or similar or equivalent rights or assets.

"Loss" means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Marks" mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

"Privacy Notice" means the applicable Product Privacy Notice located at www.renaissance.com/privacy - we update these from time-to-time to stay current.

"Products" means the commercial educational online software products being provided to You under this Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

"Professional Services" means those professional services identified in the Quote and further described in Exhibit B and any other professional, technical or support services that Renaissance provides to You. Professional Services expire at the end of the Subscription Period.

"Quote" means the quote You and Renaissance signed to provide You access to Your Products during Your Subscription Period.

"Renaissance", "We" or "Us" means Renaissance Learning, Inc., a Wisconsin corporation, and its affiliates, as well as their respective directors, officers, employees, contractors and agents.

"Terms of Service and License" or "Terms" means these Terms of Service and License and the Privacy Policies, as amended by the parties.

"Subscription Period" means the time during which You have access to the Products. The Subscription Period starts on the first date and ends on the last date written in Your Quote, unless these Terms are terminated early by You or us. Then, Subscription Period ends on the date of termination.

"You" means the entity identified in the Quote.

"Your Data" includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both "personally identifiable information" and "personal information" as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

EXHIBIT B

Additional Terms and Conditions - Professional Services

You agree to the following for any Professional Services ("Training") made available to You either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including a computer, broadband Internet connection and two-way sound for each of Your participants;
- b. To participate in a pre-planning meeting with us (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing us to tailor the Training content to the specific needs of Your participants. We will focus our Training on learning outcomes agreed to during the pre-planning meeting. We will also strive to adapt our Training to meet needs raised at the Training;
- c. To absorb actual out-of-pocket travel expenses incurred due to Your last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750;
- d. To use any Professional Services within the Subscription Period. Otherwise, You risk losing those services;
- e. To our using third parties to assist with Renaissance-provided Professional Services (we will be responsible for ensuring their integrity and compliance with these Terms, as well as their compensation and expenses);
- f. To refrain, without our written consent, from recording the Training and from copying any materials or Content.

Privacy Notice for California Residents: Renaissance Consumer Products

Effective Date: January 1, 2020

Last Reviewed: March 31, 2020

This Privacy Notice for California Residents supplements the information contained in Renaissance Learning Inc.'s ("Renaissance" or "We") US Privacy Notice: Renaissance Products and applies solely to individuals serving students who reside in the State of California ("Consumers" or "You"/"Your") when using our direct to consumer products **Freckle** or **myON - Home School Buyer's Club Edition** ("Consumer Products"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Notice.

Where noted in this Notice, the CCPA temporarily exempts Personal Information reflecting a written or verbal business-to-business communication ("**B2B Personal Information**") from some of its requirements.

Information We Collect

Our Consumer Products collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("**Personal Information**"). Personal Information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

In particular, our Consumer Products have collected the following categories of Personal Information from You within the last twelve (12) months:

Category	Examples	Source	Collected
A. Identifiers.	Name, customer name, address, phone number, email address, date of birth or other similar identifiers.	<ul style="list-style-type: none"> • Directly from You or Your device 	YES
B. California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	Name, contact information, payment information	<ul style="list-style-type: none"> • Directly from You or Your device 	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability,	<ul style="list-style-type: none"> • Directly from You or Your device 	YES

California or federal law.	sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).		
D. Commercial information.	Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> Directly from You or Your device 	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.		NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Your browser or device, third party advertising networks, internet service providers, data analytics providers, operating systems and platforms, and social networks	YES
G. Geolocation data.	Rough location generated based upon IP address	<ul style="list-style-type: none"> Directly from You or Your device 	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.		NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.		NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	<ul style="list-style-type: none"> Directly from You or Your device 	YES
K. Inferences drawn from other Personal Information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	<ul style="list-style-type: none"> Directly from You or Your device 	YES

Use of Personal Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators

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- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
 - aggregate reporting and analytics purposes
 - general research and the development of new technologies
 - improving educational products
 - developing and improving educational sites, services and products
 - where applicable, to support any of the uses above or any other legitimate business purpose

Sharing Personal Information

We may disclose Your Personal Information to a third party for a business purpose. When We disclose Personal Information for a business purpose, We enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

We share Your Personal Information with the following categories of third parties:

- Service providers
- Third parties at your request
- Security providers
- Analytics providers

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Renaissance has disclosed the following categories of Personal Information for a business purpose:

- Category A: Identifiers.
- Category B: California Customer Records Personal Information categories.
- Category C: Protected classification characteristics under California or federal law.
- Category F: Internet or other similar network activity.
- Category G: Geolocation data.
- Category J: Non-public education information.
- Category K: Inferences drawn from other Personal Information.

We disclose Your Personal Information for a business purpose to the following categories of third parties:

- Service providers
- Security providers
- Analytics providers

Sales of Personal Information

In the preceding twelve (12) months, Renaissance has not sold Personal Information.

Your Rights and Choices

The CCPA provides Consumers (California residents) with specific rights regarding their Personal Information. This section describes Your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that We disclose certain information to You about our collection and use of Your Personal Information over the past 12 months. Once We receive and confirm Your verifiable consumer request (see Exercising Access, Data Portability, and Deletion), We will disclose to You:

- The categories of Personal Information We collected about You.
- The categories of sources for the Personal Information We collected about You.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom We share that Personal Information.
- The specific pieces of Personal Information We collected about You (also called a data portability request).
- If We sold or disclosed Your Personal Information for a business purpose, two separate lists disclosing:
 - Categories of personal information sold and categories to whom personal information was sold; and
 - Categories of personal information disclosed for a business purpose and categories of third parties to whom disclosed for a business purpose.

We do not provide these access and data portability rights for B2B Personal Information.

Deletion Request Rights

You have the right to request that We delete any of Your Personal Information that We collected from You and retained, subject to certain exceptions. Once We receive and confirm Your verifiable consumer request (see Exercising Access, Data Portability, and Deletion), We will delete (and direct our service providers to delete) Your Personal Information from our records, unless an exception applies.

We may deny Your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which We collected the Personal Information, provide a good or service that You requested, take actions reasonably anticipated within the context of our ongoing business relationship with You, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with You.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if You previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on Your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which You provided it.

We do not provide these deletion rights for B2B Personal Information.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 1-800-338-4204.
- Emailing us at privacy@renaissance.com

Only You, or someone legally authorized to act on Your behalf, may make a verifiable consumer request related to Your Personal Information. You may also make a verifiable consumer request on behalf of Your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

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- Provide sufficient information that allows us to reasonably verify You are the person about whom We collected Personal Information or an authorized representative.
- Describe Your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to Your request or provide You with Personal Information if We cannot verify Your identity or authority to make the request and confirm the Personal Information relates to You.

Making a verifiable consumer request does not require You to create an account with us. However, We do consider requests made through Your password protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If We require more time (up to 90 days), We will inform You of the reason and extension period in writing.

If You have an account with us, We will deliver our written response to that account. If You do not have an account with us, We will deliver our written response by mail or electronically, at Your option.

Any disclosures We provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response We provide will also explain the reasons We cannot comply with a request, if applicable. For data portability requests, We will select a format to provide Your Personal Information that is readily useable and should allow You to transmit the information from one entity to another entity without hindrance, specifically a CSV file.

We do not charge a fee to process or respond to Your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If We determine that the request warrants a fee, We will tell You why We made that decision and provide You with a cost estimate before completing Your request.

Non-Discrimination

We will not discriminate against You for exercising any of Your CCPA rights. Unless permitted by the CCPA, We will not:

- Deny You goods or services.
- Charge You different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide You a different level or quality of goods or services.
- Suggest that You may receive a different price or rate for goods or services or a different level or quality of goods or services.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to privacy@renaissance.com or write us at: Renaissance Learning, Inc. Attn: Data Protection Officer, 6625 W. 78th Street, Suite 220, Bloomington, MN 55439.

Changes to Our Privacy Notice

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We reserve the right to amend this privacy notice at our discretion and at any time. When We make changes to this privacy notice, We will post the updated notice on the Website and update the notice's effective date.

Contact Us

If You have any questions or comments about this notice, the ways in which Renaissance collects and uses Your information described here and in the US Privacy Notice: Renaissance Products, Your choices and rights regarding such use, or wish to exercise Your rights under California law, please do not hesitate to contact us at:

Phone: 1-800-338-4204

Email: privacy@renaissance.com

Postal Address:

Renaissance Learning, Inc.

Attn: Data Protection Officer/Legal

6625 West 78th Street

Suite 220

Bloomington, MN 55439

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Privacy Hub

Last updated: November 4, 2021



Note to Parents of Students who use Renaissance Products

Renaissance Learning, Inc. ("Renaissance") provides software products primarily to educational institutions. If your child's educational institution uses products such as Renaissance Accelerated Reader®, Renaissance Star 360®, myON®, myIGDIs®, Schoolzilla®, Lalilo®, or Freckle®, please see our [US Products Privacy Notice](#) for more information regarding our privacy and security practices around student and educational data. Please note that the collection, input, use, retention, disposal, and disclosure of any private information in our software products is controlled solely by your child's educational institution. If you have questions regarding your child's educational record, please contact your child's educational institution for support. Renaissance will act upon the instructions of your child's educational institution with regards to parental inquiries about their child's student data. Renaissance cannot delete, change, or divulge any student records from our software products unless authorized by your student's educational institution.

If you are a parent or guardian serving students who reside in the State of California in connection with our direct to consumer products Freckle or myON – Home School Buyer's Club Edition please see our [Privacy Notice for California Residents](#) for more information regarding our privacy and security practices around student data.



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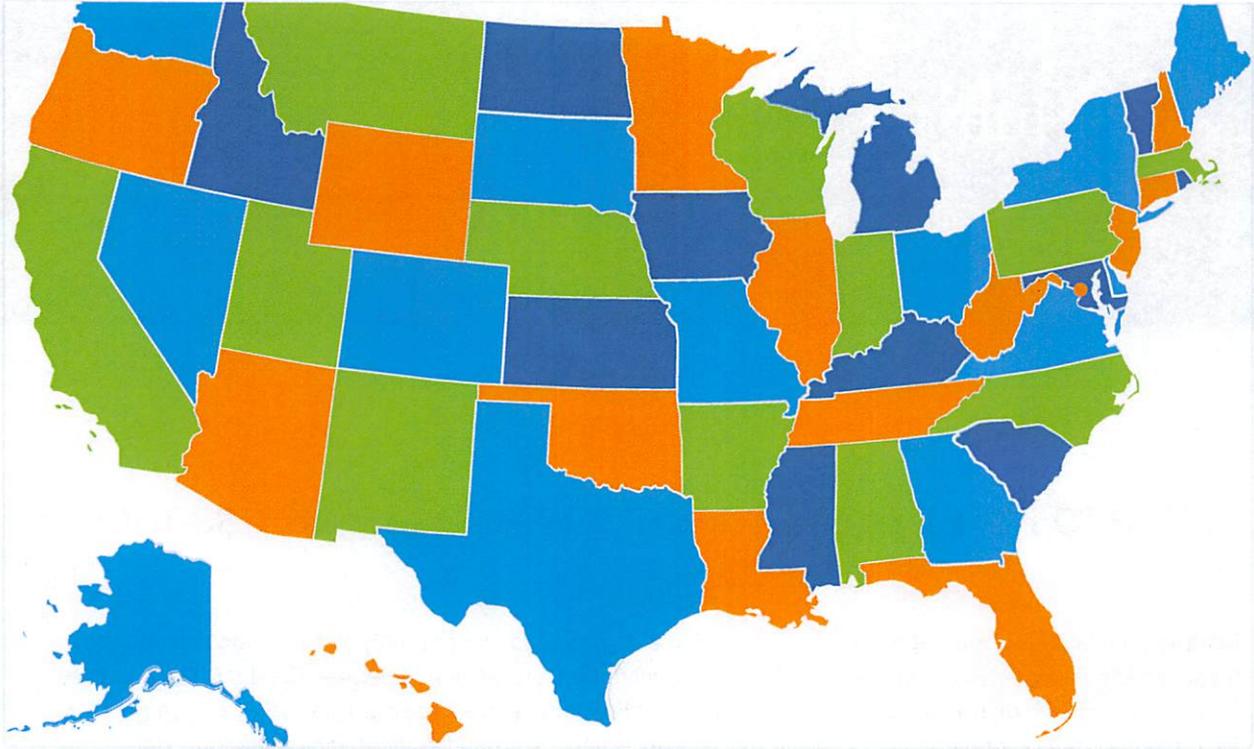
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as in our Terms of Use, accessible at renaissance.com/terms-of-use.

Information Collected on this Website

When you access or use the Website, we may collect two types of information: (1) personally identifiable information; and (2) information that is not personally identifiable. Personally identifiable information includes information that identifies you personally, alone or in combination with other information available to us. Examples of personally identifiable information may include an individual's name, address, telephone number, email address, and school or district information.

As part of the standard operation of the Website, you may submit personally identifiable information. For example, when you create an account, you may provide personally identifiable information. In addition, should you attempt to communicate with Renaissance via the Website, email, phone, or response cards, you may provide us with personally identifiable information and we may keep your message, email address, contact information, and other personally identifiable information. At your option, you may provide additional personally identifiable information about yourself. When you visit the Website, however, you are not required to create an account with the Website or provide any personally identifiable information.

As part of the standard operation of the Website, we also collect non-personal information from you, including your browser type, operating system, IP address and the domain name from which you accessed the Website. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Website, the areas or pages of the Website that you visit, the amount of time you spend viewing the Website, the number of times you return to the Website, the referring web page, pages visited, location, your mobile carrier, device and application ID's and other click-stream data.

We use a variety of third-party service providers to help provide the Website and to help us understand the use of the Website. These third-party service providers may use cookies, web beacons or similar technologies to collect information sent by your browser as part of a web page request, such as your IP address.

Information Use

Renaissance does not rent or sell personally identifiable information and non-personally identifiable information to other companies. Instead, we use information collected via the Website in the following ways:

- Contact you when necessary;
- Respond to you regarding information you have requested;
- Communicate with you regarding Renaissance or the Website;
- Provide you with customized content and advertising for various products or services;
- Administer the Website, monitor its usage, and diagnose problems with it;
- Remember you when you return to the Website, so that you don't have to re-submit information and preferences;
- Contact you with information and promotional materials and offers from us as well as from our affiliates, partners and other third parties, if you have agreed to receive such communications;
- Conduct research to improve our content and services; and
- To protect the security or integrity of the Website and our business.

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We have the right, but not the obligation, to: (1) retain your personally identifiable information for as long as your account is active or as needed to provide you services or access to or use of the Website; and (2) retain and use your personally identifiable information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We have the right, but not the obligation, to retain your non-personal information whether your account is active, inactive, or deactivated.

Do Not Track

Certain browsers have settings that allow you to turn on a “Do Not Track” (“DNT”) feature. The Website supports DNT by stopping the collection of information that allows us to tailor content based on your recent visits to the Website and third parties (e.g., Partner) websites. When you enable DNT on your browser, we stop the collection of unique browser cookies that links your browser to visits to this Website and across other websites. If you enable DNT on your browser, however, certain features of the Website may not function properly.

We may from time to time use third-party service providers to track and analyze usage of the Website. The third-party service providers access and use cookie and log information in combination with personally identifiable information, such as name, IP address and email addresses, to assist in tracking the Website. These third-party service providers are granted access to the information via the Website.

Subject to the usage of the third-party service providers discussed above, we do not intentionally or knowingly allow other parties to collect personally identifiable information about your online activities over time and across different websites, when you visit the Website, or use any of the services offered on the Website. We do not, however, have control over third parties’ activities, including if a third party accesses information based on your visit to the Website.

Children’s Personally Identifiable Information

We do not direct the Website to nor do we knowingly collect any personally identifiable information from children under 13 (“children’s personally identifiable information”). **Children under the age of 13 are specifically requested to NOT provide any personally identifiable information through this Website.** If you become aware that a child has provided us with personally identifiable information without parental consent, please contact us at privacy@renaissance.com. If we become aware that a child under 13 has provided us with personally identifiable information, we take commercially reasonable steps to remove such information and terminate the child’s account.

Cookies

Like many websites, we may use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s storage device for record-keeping purposes. We use cookies for two purposes: First, we utilize persistent cookies to save your login information for future logins to the Website. Second, we utilize session ID cookies to enable certain features of the Website, to better understand how you interact with the Website and to monitor aggregate usage by users and web traffic routing on the Website. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Website and then close your browser. Third-party advertisers on the Website may also place or read cookies on your

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Email Lists

Renaissance maintains email lists to keep interested parties informed about our company, events, products, support, and more. We do not sell the addresses on our list, but we may make information available to specific business partners, sponsors, or service providers.

Users may voluntarily request to join our mailing lists by signing up or opting in through a form on our Website. To be removed from a Renaissance email and/or mailing list, email privacy@renaissance.com with REMOVE ME in the subject line, or update your email preferences by editing your profile anytime at renaissance.com/emailpreferences.

Accessing, Changing or Deleting Your Information

If your personally identifiable information changes or you desire to correct, amend, or delete information that is demonstrated to be inaccurate or incomplete, Renaissance will take reasonable steps to permit the correction, amendment, or deletion of your information. To do so, please send an email message to privacy@renaissance.com and putting the word "UPDATE" in the subject line of the message. If you desire to delete your account, please go to your account and follow the instructions to delete that account.

EU Individuals have the right to access their personal information. Upon request, Renaissance will grant individuals access to personal information that it holds about them provided there is no information about third parties. In such cases, Renaissance will redact such third party information.

Security

Your personally identifiable information will generally be stored in databases maintained by Renaissance or our service providers. Most of these databases are stored on servers located in the United States. Renaissance may use third-party storage or service-provider companies to store your personally identifiable information, some of which may be outside of the United States.

We have taken certain physical, electronic, contractual and administrative steps to protect the confidentiality, security, and integrity of your personally identifiable information. However, no method of transmission over the Internet or method of electronic storage is completely secure, and we cannot guarantee its absolute security. It is your responsibility to maintain the confidentiality of your Website account information.

International Transfer

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Renaissance transfers information to the United States and processes it there. Your consent to this Website Privacy Notice followed by your submission of such information represents your agreement to that transfer.

EU – U.S. Privacy Shield

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specific purposes consistent with this Website Privacy Notice. Renaissance will also ensure that the third party will apply the same level of protection to that data as the EU-U.S. Privacy Shield Principles and will notify us if it makes a determination that it can no longer meet this obligation. Renaissance also complies with the Privacy Shield Principles for the onward transfer liability provisions. You have the option to request that your personal data not be disclosed to a third party, although this may impact your ability to access or the functionality of our products and services.

You can also request that the personal data not be used for a purpose materially different than that for which it was collected or authorized. Please use the contact information below to inquire further or to make a request.

With respect to personal data received or transferred pursuant to the Framework, Renaissance is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. Privacy Shield, Renaissance strives to resolve all complaints about privacy and the collection or use of customer information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email to privacy@renaissance.com. If you have any unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider [JAMS](#).

Under certain conditions, more fully described on the Privacy Shield website at [privacyshield.gov/article?id=How-to-Submit-a-Complaint](https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Links to Other Websites and Services

Users visiting our website may find links to websites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another website. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site is appropriate and of interest to visitors to our Website, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Renaissance is not responsible for, and has no control over, the content or privacy policy of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Renaissance's.

Changes to Website and Website Privacy Notice

We constantly update the features of the Website to better serve you and all our customers, so this policy may also be revised from time to time. Renaissance may modify this policy without advance notice and any modifications are effective when they are posted here. By using the Website, you indicate your understanding and acceptance of the terms of the policy posted at the time of your use. If you have any questions, please contact us at your convenience.

Questions?

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- [California Consumer Privacy Act of 2018](#)
- [General Data Protection Regulation \(GDPR\)](#)



Renaissance's Commitment to Diversity, Equity, and Inclusion in Education

Renaissance's mission is to accelerate learning for all children and adults of all ability levels and ethnic and social backgrounds, worldwide. To that end, Renaissance is committed to producing content that is diverse, inclusive, and equitable for all learners.

[Content Appropriateness Guidelines](#)



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Sign up for our newsletter

A newsletter full of product information, blog articles, tips, and other resources for today's educators

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COVID-19 Relief Funding

Renaissance products align with ARPA, CRRSA and CARES Acts, and other federal funding sources.

[Learn more about funding](#)

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US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries (“Renaissance,” “We,” “Us,” “Our”) are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

Definitions

Capitalized words have special meaning and are defined below.

“Educators,” “You,” “Your” means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

“Authorized User(s)” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

“Products” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, Lalilo, myIGDIS, and Schoolzilla.

“Data Protection Legislation” means the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and any other applicable state education privacy laws and regulations specific to Your Data. If Your School is subject to the California Consumer Privacy Act (“CCPA”), Renaissance acts as a “service provider” as defined under CCPA.

“Your Data” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes) including, solely with respect to the Star CBM and Lalilo Products, fluency proficiency voice recordings which can be optionally collected by Educators; (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both “personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

“De-identified Data” is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.

- **Device Information:** We log information about You and/or Your Authorized User's computing device when they use the Products including the device's unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User's computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users' computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).
- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
 - aggregate reporting and analytics purposes
 - general research and the development of new technologies
 - improving educational products
 - developing and improving educational sites, services and products
 - where applicable, to support any of the uses above or any other legitimate business purpose



How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.

- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

Security

Your Data is stored on servers in the United States with the exception of the Lalilo product which is stored on servers in France. To better serve our US customers, Renaissance anticipates adding a US-based Amazon Web Services region dedicated to our US Lalilo customers within 2021.

The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

Data Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.

Contractual Customers: When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

Freckle Product Free-Version: If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems.

The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at privacy@renaissance.com. We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to privacy@renaissance.com or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78th St, Suite 220, Bloomington, MN 55439.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

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

AGENDA ITEM: AMENDMENT TO THE SAN DIEGO COUNTY SUPERINTENDENT AGREEMENT - CLIFTON ASSESSMENTS AND TRAINING

BACKGROUND INFORMATION:

On July 15, 2021, the Governing Board approved the agreement with the San Diego Superintendent of Schools (SDCOE) to provide the Clifton Assessment and StrengthsFinder training to all District staff.

This Amendment includes additional services and the term extension. The cost implication for this amendment is \$665.82 for a new contract total of \$13,135.40.

- Extend the term of the agreement for 2021-22 to end June 30, 2022
- Provide one additional two-hour Clifton StrengthsFinder Basics workshop at a cost of \$219.32.
- Additional support and materials at seven (7) hours in the amount of \$446.50

RECOMMENDATION:

Approve/Ratify the Amendment to the San Diego County Superintendent of Schools Agreement to provide Clifton Assessments and StrengthsFinder Training to all staff for 2021-22 at a new contract total of \$13,135.40 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ Action 2.5: Provide professional development for district and site staff to support a positive academic school environment (e.g., trauma informed care, customer service, PBIS/Restorative practices, behavior management, etc.).

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

NEW CONTRACT TOTAL

\$13,135.40

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of November 4, 2021, and is made by and between the San Diego County Superintendent of Schools ("**SDCOE or Consultant**"), and San Ysidro School District ("**District**"). Consultant and District may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. Consultant and District are parties to County Agreement No. 21220437 dated July 1, 2021. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- 1. Extend this agreement to terminate on June 30, 2022.
- 2. Provide one additional two-hour Clifton StrengthsFinder Basics workshop at a cost of \$219.32.
- 3. Additional support and materials at seven (7) hours in the amount of \$446.50

Total Cost: \$665.82

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

DISTRICT

 By (Authorized Signature)
 Michael Simonson

 Name (Type or Print)
 Deputy Superintendent, Chief Business Officer

 Title

 By (Authorized Signature)
 Marilyn Adrianzen

 Name (Type or Print)
 Chief Business Officer

 Title

Date

Date

Board ratified: 11-18-21

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Manuel Bojorquez, Principal, SYMS
Maria Rodriguez, Principal, Willow

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO POLICE DEPARTMENT FOR THE
GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.) PROGRAM

BACKGROUND INFORMATION:

The Gang Resistance Education and Training (G.R.E.A.T.) Program began more than 25 years ago through a combined effort with other law enforcement agencies. The Program has been successful and showed statistically significant positive program effects on the following measures: More positive attitudes toward police, more positive attitudes about police in classrooms, less positive attitudes about gangs, more use of refusal skills, higher collective efficacy, less use of hitting neutralizations, less anger, lower rates of gang membership, higher levels of altruism, less risk-seeking.

The District will be hosting this program at San Ysidro Middle School for 7th grade Social Studies students and Willow Elementary School's 5th grade students. Starting on October 21, 2021, approximately 200 students will be participating in this program once a week for 6 weeks. Students will learn violence prevention and life-skills competency to help students avoid destructive behaviors and set attainable personal goals.

This program is ongoing starting October 21, 2021. The agreement may be autorenewed up to the 5-year service limit of October 20, 2026 at which time a new agreement may be brought forward for approval.

RECOMMENDATION:

Approve/Ratify the Law Enforcement and Educational Agency Agreement with the San Diego Police Department to provide the Gang Resistance Education and Training Program to approximately 200 students from the San Ysidro Middle School and Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 2021-2022 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



LAW ENFORCEMENT AND EDUCATIONAL AGENCY AGREEMENT

Choose to Be G.R.E.A.T.!

The G.R.E.A.T. Program is an evidence-based and effective gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula. The Program was developed by a multidisciplinary team of law enforcement personnel, educators, child psychologists, and university researchers.

The Program is intended as an immunization against delinquency, youth violence, and gang membership for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior.

The success of the Program depends largely on the commitment of the local school and local law enforcement agencies who work together to combat violence, delinquency, and gang problems through prevention training.

The signing of this agreement establishes the mutual commitment between the local school district and law enforcement agency personnel to provide our children with the necessary skills to make good choices and to resist the pressures of gangs and their influence.

This form must be completed with signatures from each participating agency. If multiple officers from a law enforcement agency are attending a G.R.E.A.T. Officer Training, only one agreement needs to be signed annually.

This agreement is valid for exactly one year from the date of the law enforcement agency signature.

The G.R.E.A.T. Program Office keeps these agreements on file. This form will be sent only to agencies that do not currently have a valid Law Enforcement and Educational Agency Agreement form on file.

Email the agreement to:
information@great-online.org

Please direct questions to the G.R.E.A.T. registrar via phone at (800) 726-7070 or email at information@great-online.org.

PRIVACY ACT INFORMATION

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), December 31, 1974, relative to the collection of information for registration in a training program conducted by the G.R.E.A.T. Program.

1. **AUTHORITY:** Sections 1302, 3301, 3304, and 7201 of Title 5, United States Code, 42 U.S.C. 4222; 5 U.S.C. 301; and 46 F.R. 16586.
2. **PURPOSE:** To obtain information from state and local government personnel making application to a program conducted by G.R.E.A.T. for the purpose of student registration and program information.
3. **ROUTINE USES:** Disclosure upon request to the individual, to the individual's parent agency, or to any other individual or agency at the request of the individual to the G.R.E.A.T. staff or other governmental official is on a need-to-know basis.

Keep a copy of this agreement for your records.

THE LAW ENFORCEMENT AGENCY AGREES TO:

Officer

- ❖ Select only the best candidates for assignment to the G.R.E.A.T. Program.
- ❖ Coordinate scheduling with the G.R.E.A.T. instructor.
- ❖ Make every effort to allow assigned G.R.E.A.T. instructors to fulfill classroom commitments.
- ❖ Ensure that G.R.E.A.T. instructors are appropriately attired and present a professional manner.
- ❖ Replace the G.R.E.A.T. instructor for cause (e.g., poor performance, resignation, unacceptable behavior).

Curriculum

- ❖ Ensure that a certified G.R.E.A.T. instructor will be available to teach all scheduled G.R.E.A.T. lessons.
 - Middle school curriculum is 13 lessons.
 - Elementary school curriculum is 6 lessons.
 - See note below regarding substitute teaching.
- ❖ Ensure that the G.R.E.A.T. instructor will be allowed the allotted time for formal lessons.
 - Each lesson is designed to be taught in one period.

School

- ❖ Allow G.R.E.A.T. instructors time to provide orientation to the school staff.
- ❖ Allow G.R.E.A.T. instructors time for informal interaction with the children.
- ❖ Allow G.R.E.A.T. instructors time to properly prepare for their classroom activities.

Feedback

- ❖ Meet regularly with school representatives to evaluate program needs.
- ❖ Commit the G.R.E.A.T. instructor's supervisor to periodically visit classes and evaluate officer performance.

NOTE: Alternating Instructors and Substitute Teaching

- A key element to the success of the G.R.E.A.T. Program is the rapport building between the instructor and students. Alternating instructors interferes with the success of the Program.
- It shall be the responsibility of the law enforcement agency to make every effort to find a qualified substitute. Sometimes the best alternative is to make arrangements with the school to reschedule a class if the G.R.E.A.T. instructor is unavailable to teach for any reason.
- If your instructor is to be a relief/substitute instructor, it is G.R.E.A.T. Program policy that instructors teach an entire curriculum at least one time before being assigned to a substitute role.

THE AGREEMENT

We, the undersigned, are committed to work together to provide the G.R.E.A.T. curriculum to the children of our community. We have considered and have agreed upon the issues outlined in this Law Enforcement and Educational Agency Agreement. The details of our agreement have been recorded. Both the law enforcement agency and the school/school district/after-school program have a copy of the agreement on file.

Law Enforcement Agency Name:	SAN DIEGO POLICE DEPARTMENT		
City:	SAN DIEGO	State:	11-3-21
Representative/Director Name:		Title:	POLICE OFFICER
Representative/Director Signature:			
Date:			

THE EDUCATIONAL AGENCY AGREES TO:

Curriculum

- ❖ Allow the G.R.E.A.T. instructor to teach all scheduled G.R.E.A.T. lessons.
 - Each lesson is designed to be taught in one period.
 - Middle school curriculum is 13 lessons.
 - Elementary school curriculum is 6 lessons.
- ❖ Coordinate scheduling with the G.R.E.A.T. instructor.
 - Lessons cannot be taught back to back. Ideally, lessons should be taught once a week. Students need time to absorb the material and practice the skills between lessons.

Classroom

- ❖ Make every effort to allow the assigned G.R.E.A.T. instructor to fulfill classroom commitments.
- ❖ Allow for use of audiovisual equipment for G.R.E.A.T. presentations.
- ❖ Permit the G.R.E.A.T. instructor to make reasonable homework assignments.
- ❖ Reinforce the G.R.E.A.T. curriculum throughout the week by integrating Program concepts into other subject areas (spelling, essays, etc.).

School

- ❖ Treat the G.R.E.A.T. instructor as a staff member rather than a "guest speaker."
- ❖ Provide bulletin board space for the display of G.R.E.A.T.-related items.
- ❖ Provide space for the G.R.E.A.T. instructor to facilitate the out-of-classroom responsibilities.
- ❖ Permit the G.R.E.A.T. instructor to have access to the playground and cafeteria to allow for informal interaction with the students.
- ❖ Refrain from calling upon the G.R.E.A.T. instructor to perform law enforcement duties, except in emergencies.
- ❖ Schedule orientation time for the school staff.
- ❖ Invite the G.R.E.A.T. instructor to attend faculty meetings.
- ❖ Schedule parent/guardian presentations.

Feedback

- ❖ Regularly meet with the law enforcement agency to evaluate program needs.
- ❖ Provide regular feedback to the law enforcement agency concerning G.R.E.A.T. instructor performance.

THE AGREEMENT

We, the undersigned, are committed to work together to provide the G.R.E.A.T. curriculum to the children of our community. We have considered and have agreed upon the issues outlined in this Law Enforcement and Educational Agency Agreement. The details of our agreement have been recorded. Both the law enforcement agency and the school/school district/after-school program have a copy of the agreement on file.

Select the G.R.E.A.T. Program Setting:

School/School District After-School Program (e.g., PAL, Boys & Girls Club)

Educational Agency Name: _____

City: _____ State: _____

Representative/Director Name: _____ Title: _____

Representative/Director Signature: _____

Date: _____

What Is G.R.E.A.T.?

"Since 2006, indicators on the countywide survey show a 30 percent reduction in gang activity by students in the school system. G.R.E.A.T. has contributed to these results."

—Chief Kevin Crabtree
Person County Sheriff's Office, North Carolina

The Gang Resistance Education And Training (G.R.E.A.T.) Program is a gang and violence prevention program intended as an immunization against delinquency, youth violence, and gang membership for children.

More than 13,000 sworn law enforcement officers from over 2,500 criminal justice agencies in all 50 states, the District of Columbia, and Central America have been certified to teach G.R.E.A.T. to fourth- through eighth-graders in more than 4,900 school-based settings. The G.R.E.A.T. Program offers four components for students and their families. These components include:

Middle School Component

Officers provide a 13-lesson curriculum to students in their classrooms during the school day. G.R.E.A.T.'s violence prevention and life-skills competency curriculum helps students avoid destructive behaviors and set attainable personal goals.

Elementary School Component

Officers provide a 6-lesson curriculum to fourth- and fifth-grade students. The goal is to prevent youth violence while developing a positive bond between law enforcement officers and youth.

Summer Component

The summer education and recreation program continues to reinforce the cognitive and social skills that are taught in the G.R.E.A.T. Program. Youth enjoy recreational activities, games, outings, and participation in community service projects, while putting to practical use the skills that they have learned from the G.R.E.A.T. lessons.

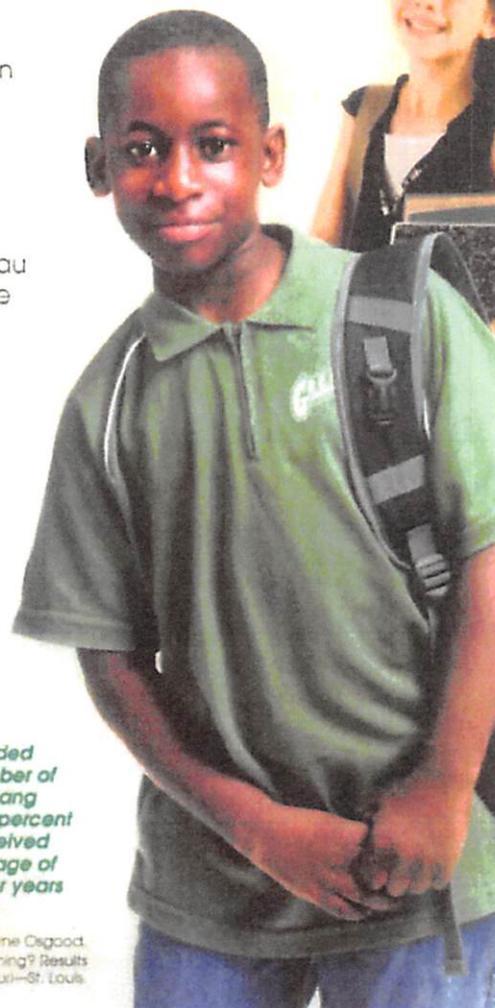
Families Component

The G.R.E.A.T. Families Component consists of 6 facilitator-guided, life-skills-based sessions that provide parents/guardians and their children with opportunities to bond and strengthen healthy behaviors within the family unit.

G.R.E.A.T. History

The G.R.E.A.T. Program began more than 25 years ago, in 1991, through a combined effort of the Phoenix, Arizona, Police Department and the Bureau of Alcohol, Tobacco and Firearms (ATF). G.R.E.A.T. underwent an extensive curriculum and program review in 1999–2000 to ensure adherence to the latest scientifically supported data regarding prevention and educational research and theory. The review led to the development of a new and enhanced curriculum, introduced in 2002, which was created through the collaboration of specialists in criminology, sociology, psychology, education, health, and curriculum design.

In 2004, Congress transferred overall program administration from ATF to the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP), which currently has operational control. Since its inception, the G.R.E.A.T. Program has expanded throughout North America, including the United States, Canada, Belize, Guatemala, El Salvador, Honduras, Costa Rica, and Panama.



"Our multicomponent evaluation found that the G.R.E.A.T. Program is implemented as it is intended and has the intended program effects on youth gang membership and on a number of risk factors and social skills thought to be associated with gang membership. Results one year post-program showed a 39 percent reduction in odds of gang joining among students who received the Program, compared to those who did not, and an average of 24 percent reduction in odds of gang joining across the four years post-program."

—Finn-Aage Espersen, Dana Peterson, Terrance J. Taylor, and D. Wayne Cegaddo
2012, "Is G.R.E.A.T. Effective? Does the Program Prevent Gang Joining? Results From the National Evaluation of G.R.E.A.T." St. Louis, MO: University of Missouri—St. Louis.

How Effective Is G.R.E.A.T.?

The National Institute of Justice (NIJ) commissioned a nationwide long-term evaluation of the G.R.E.A.T. Program in 2006. Led by the University of Missouri–St. Louis, this rigorously designed, double-blind, multisite study of the G.R.E.A.T. Middle School Curriculum concluded in 2012. This evaluation follows an earlier (1995–2000) study that returned promising but inconclusive results and led to a rigorous programmatic review that resulted in substantial program modifications. Results of the latest study have been submitted to NIJ and are available at <https://www.ncjrs.gov/pdffiles1/nij/grants/244346.pdf>. Several articles by the evaluation team and peer reviewers have been published in professional journals and show that the G.R.E.A.T. curriculum is effective in reducing gang involvement and also has a beneficial impact on a number of risk indicators for crime and violence.

The report notes that in one-year and four-year post-program surveys, the G.R.E.A.T. students, compared to non-G.R.E.A.T. students, showed statistically significant positive program effects on the following measures:

- More positive attitudes toward police
- More positive attitudes about police in classrooms
- Less positive attitudes about gangs
- More use of refusal skills
- Higher collective efficacy
- Less use of hitting neutralizations
- Less anger
- Lower rates of gang membership
- Higher levels of altruism
- Less risk-seeking

The process evaluation also included comprehensive surveys of teachers and school administrators to measure their responses to the G.R.E.A.T. Program. Surveys of school personnel found that 91% of teachers and administrators support having police officers in schools, 94% of administrators/87% of teachers are in favor of having G.R.E.A.T. in their schools, 100% of administrators/83% of teachers say G.R.E.A.T. addresses problems facing their students, and 88% of administrators/80% of teachers agree that G.R.E.A.T. teaches students the skills needed to avoid gangs and violence.

"Former G.R.E.A.T. students have approached officers and thanked them for all their help. Students have claimed that they still follow what they learned so many years ago from the G.R.E.A.T. lessons. G.R.E.A.T. students have been very successful. Many are now going to college, and some have become members of the law enforcement community. They have made better decisions for themselves."

—Deputy Jacob Gross, Suffolk County Sheriff's Office, New York



Across the Nation

13,000+
Officers Certified

7,000,000+
Students Taught

12,000+
Schools Served

(Totals since program inception)

For more information on how to become involved with the G.R.E.A.T. Program, visit www.great-online.org or contact the G.R.E.A.T. National Program Office at (800) 726-7070.



This project was supported by Award No 2017-MU-MU-K001 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice.



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

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

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM – WILLOW SCHOOL

BACKGROUND INFORMATION:

The National Center for Urban School Transformation (NCUST) identifies, awards, and studies urban schools around the nation in which all racial/ethnic groups of students perform (on multiple indicators) at levels higher than the overall State average. The schools NCUST awards and studies have remarkably high attendance rates and impressively low suspension rates for all the demographic groups they serve.

NCUST will provide consulting assistance to the leadership of Willow Elementary. The consulting services shall support the school administrator’s efforts to improve learning outcomes for students. Specifically, services will be tailored to help the schools reduce chronic absenteeism and reduce the number of suspensions that occur at the schools.

RECOMMENDATION:

Approve the agreement with San Diego State University Research Foundation for the National Center for Urban School Transformation (NCUST) Program to support instructional leadership at Willow School for fiscal year 2021-22 at a cost of \$10,000.00 from the Title II fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 #

\$10,000.00

(Amount)

Title II Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AGREEMENT FOR PROFESSIONAL SERVICES
Willow Elementary School**

San Diego State University Research Foundation (Contractor)
5250 Campanile Drive
San Diego, CA 92182

**on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION**
9245 Sky Park Ct., Ste. 120
San Diego, CA 92123

Attention:
Sandra M. Nordahl, CRA
Director, Sponsored Research Contracting and Compliance
Email: sdsurfawards@sdsu.edu

With copy to:
Karen Jones, NCUST Director of Operations (619-594-7905)

and

San Ysidro School District (District)
4350 Otay Mesa Road
San Ysidro, CA 92123

Attention: Dr. Gina Potter, Superintendent
Gina.Potter@sysdschools.org

NOW, THEREFORE, the Parties-agree as follows:

1. PERIOD OF AGREEMENT. The term of this Agreement shall be from November 1, 2021 through June 30, 2022.

2. DUTIES OF THE CONTRACTOR. Contractor shall provide services in accordance with EXHIBIT A, Section 1, which is attached hereto and made a part hereof.

3. STAFFING. Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services. Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff providing services under this Agreement.

4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District.

5. CONTRACT VALUE. The District shall pay the Contractor a fixed price, not to exceed \$10,000 for implementing and providing the services described in EXHIBIT A, Section 1. Payment shall be made by District

to the Contractor in accordance with the schedule specified in EXHIBIT A, Section 2 which is attached hereto and made a part hereof.

6. RIGHTS TO REPORTS. The rights to any report or evaluation developed by the Contractor in connection with this Agreement shall belong to the Contractor. District shall have the right to use material developed under this contract for non-commercial education and research purposes.

7. ENTIRE AGREEMENT/AMENDMENT. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both Parties to this Agreement.

8. SEVERABILITY. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

9. AUTHORITY. Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

District shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

11. TERMINATION. Either Party may, by thirty (30) days written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

12. ORDER OF PRECEDENCE. The use of any purchase orders to facilitate issuance of payments under this Agreement shall be in accordance with the terms of the Agreement, and any terms or conditions contained within such purchase order that directly contradict or conflict with the Agreement or subsequent amendments shall be deemed "RESERVED" or self-deleting.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

- DISTRICT-

San Ysidro School District

BY _____

(PRINT NAME)

TITLE: _____

Dated _____

-CONTRACTOR-

**SAN DIEGO STATE UNIVERSITY
RESEARCH FOUNDATION
on behalf of
NATIONAL CENTER FOR URBAN
SCHOOL TRANSFORMATION**

BY _____

Sandra M. Nordahl, CRA

TITLE: Director, SR Contracting and Compliance
Fed. I.D. #: 95-6042721

Dated: _____

and BY

Jose Francisco Escobedo, Ed.D.

TITLE: Exec. Director, National Center for Urban
School Transformation

Dated: _____

Exhibit A

1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** NCUST shall provide consulting assistance to the leadership of Willow Elementary. The consulting services shall support the school administrator's efforts to improve learning outcomes for students. Specifically, services will be tailored to help the schools A) reduce chronic absenteeism and B) reduce the number of suspensions that occur at the schools.

A. Focus

NCUST identifies, awards, and studies urban schools around the nation in which all racial/ethnic groups of students perform (on multiple indicators) at levels higher than the overall state average. The schools NCUST awards and studies have remarkably high attendance rates and impressively low suspension rates for all the demographic groups they serve. NCUST has learned how leaders in these schools build a positive transformational culture in which students feel valued and capable. As well, these schools provide rich, engaging, effective instruction focused upon challenging academic curricula. These cultural, curricular, and instructional factors combine to minimize behavior problems and maximize students' desire to attend school each day. NCUST will support the Willow principals' efforts to build systems, structures, and strategies that will enrich the culture, curricula, and instruction of their schools.

B. Site Visits

One NCUST executive coach shall support the principal of Willow Elementary with weekly two-hour visits throughout the 2021-2022 academic year. All of these visits will be designed to help principal plan, implement, and refine systems, structures, and strategies for working with students, parents, and school personnel in ways that result in improved student attendance and decreased student suspensions.

2. **PAYMENT SCHEDULE.** In accordance with the contract, District shall pay Contractor the following amount by the date listed:

- A. By February 1, 2022, District shall pay Contractor \$5,000.
- B. By June 1, 2022, District shall pay Contractor \$5,000.
- C. District shall pay invoice upon receipt.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Human Resources Informational
Glenn Heath, Interim Exec. Director Action

AGENDA ITEM: AGREEMENT WITH UTAH STATE UNIVERSITY

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Utah State University for the purpose of providing high-quality learning experiences for the University's students studying dietetics.

Term: November 19, 2021 to November 18, 2026 or until earlier terminated.

RECOMMENDATION:

Approve/Ratify the agreement with Utah State University to provide university students studying dietetics learning experiences.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



DIETETICS PROGRAMS AFFILIATION AGREEMENT

THIS DIETETICS PROGRAMS AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of 9/15/2021 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and San Ysidro School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's students studying dietetics.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. **Student Preparation.** The University will use reasonable efforts to prepare students selected for participation ("Participants") in the experiential learning program at the Facility ("Program").

1.2. **Education Responsibility.** The University will retain general responsibility for the education of Participants. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the Program. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the Program.

1.3. **Confidentiality.** The University will advise all Participants assigned to the Facility regarding the confidentiality of Facility's records and/or information. The University will also advise all Participants that confidentiality duties are ongoing.

1.4. **Compliance.** The University will advise Participants that they are required to comply with Facility dress codes, rules, regulations, policies, and procedures.

1.5. **Performance Evaluations.** The University will provide instruction and resources to the Facility's staff with respect to the performance evaluation of all Participants.

1.6. **Insurance.** The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional



liability insurance for Participants with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. The University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for Participants. Therefore, the Facility will provide Participants with access to appropriate resources for Participant education including: a) access to students at the Facility in an appropriately supervised environment, in which the Participants can complete the University's curriculum; b) Participant security badges or other required security access to nutrition services and student areas as applicable; c) access and required training for Participants in the proper use of computer programs as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to a private break room, if necessary.

2.2. **Responsible for Students.** The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of Participants insofar as their presence and Program assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for students should not diminish or preclude opportunities for Participants to undertake educational opportunities under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of Participants by completing and returning in a timely manner using University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of Participants as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the Participants.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of Participants.

2.6. **Emergency Care.** In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Participants to the nearest emergency facility. The student will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those Facility employees or agents with a need to know. The Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in



the educational records of the student(s) who participate in the Program to the extent that access to the records is required by Facility to carry out the Program.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving a student.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving a Participant, the Facility may restrict or remove the Participant from the situation or restrict such Participant to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high-quality educational environment where student needs are paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-

Name: Dietetic Internship Director
Phone Number: 435-497-4230
Email: dietetic.internship@usu.edu

Facility-

Name: Linda Gonzales
Phone Number: 619-428-4476 x3013
Email: linda.gonzales@sysdschools.org
Cc: evelyn.zarzosa@sysdschools.org

The contact person within the organization may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist Participants in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the student.

3.3. Student Removal. The Facility may request the removal of any student whom the Facility determines is not performing in accordance with its applicable administrative policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why the Facility desires to have the student removed. The student must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than thirty (30) days prior written notice to the other Party. Should notice of termination be given under this Section, Participants scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled Program at Facility.

5. Employment Disclaimer. Participation in the Program will not afford Participant's status as employees or agents of the Facility or University for any purpose. The Parties agree that Participants will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any student of the University. The Parties agree that in compliance with HIPAA, if a student has access to protected health information of the Facility, then such student shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. Miscellaneous

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of California, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of California, San Diego County.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality mid a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified **and/or via email**. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-

Utah State University Dietetic Internship
920 W. Levoy Dr.
Taylorsville, UT 84123
email: dietetic.internship@usu.edu

Facility-

San Ysidro School District
4350 Otay Mesa Rd.
San Diego, CA 92154
email: Linda.Gonzales@syzschools.org

7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.



7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By: [Signature]
Print Name: Dwight E. Davis
Title: Associate Vice President for Business & Finance
Date: 8/5/2021

By: _____
Print Name: Marilyn Adrianzen
Title: Chief Business Official
Date: _____
Board
approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: LICENSE AGREEMENT WITH IMAGINE LEARNING FOR THE IMAGINE MATH FACTS SOFTWARE AND PROFESSIONAL DEVELOPMENT PACKAGE FOR ALL SCHOOLS

BACKGROUND INFORMATION:

The Imagine Learning supplemental math programs provide adaptive, age-appropriate learning environments for students in PreK–8. Imagine Math Facts teaches students math facts through a series of powerful, engaging activities on multiplication, division, addition, and subtraction—helping each child quickly gain automaticity and math fact fluency along with a new interest in math.

In addition, Imagine Math Facts’ game-based software offers teachers an effective way to teach math facts intensely. Solve the math fluency puzzle and build a critical pre-algebra foundation. The term of these licenses is from January 2022 - January 2023.

Cost implications include the following:
\$33,750.00 for site licenses to be paid from ESSER III funds.
\$12,750.00 for training sessions to be paid from Title I funds.

RECOMMENDATION:

Approve the license agreement with Imagine Learning for the Imagine Math Facts Software and Professional Development package for all schools at the total cost of \$46,500.00 from the ESSER III and Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas. &
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?

Yes No

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

Yes No

Requisition #

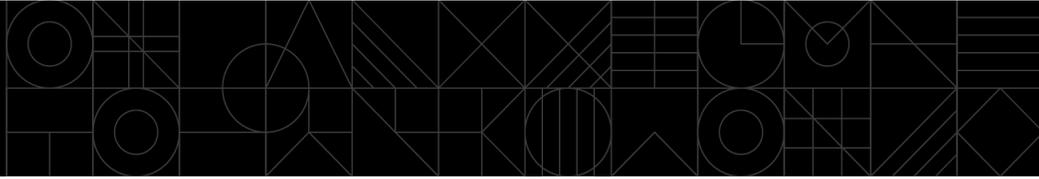
\$46,500.00

(Amount)

ESSER III & Title I Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Bill To	Ship To
Attn: Accounts Payable San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173

	222883
Date	10/14/2021
Valid Until	12/3/2021
Partnership Manager	Yadira Cervantes

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 714-345-9389 or yadira.cervantes@imaginelearning.com.

Quantity	Item	Unit Price	Amount
17	Professional Development Webinar Training	\$750.00	\$12,750.00

Include the quote number (#222883) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

Fax: (866) 507-9270
 Email: PurchaseOrders@imaginelearning.com
 Mail: Imagine Learning, Inc.
 382 W. Park Circle, Ste 100
 Provo, UT 84604

Subtotal	\$12,750.00
Tax Total	\$0.00
Total	\$12,750.00

SYSD BOARD APPROVED: 11-18-21

 Marilyn Adrianzen, CBO

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about Imagine Learning's Terms of Use and Privacy Policy, please visit our website or email: privacy@imaginelearning.com. This quote is subject to Imagine Learning's End-User License Agreement ("EULA"). The EULA is available at <https://cdn-websites.imaginelearning.com/corporate/sites/default/files/2021-07/IL-EULA.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these EULA resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.



Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

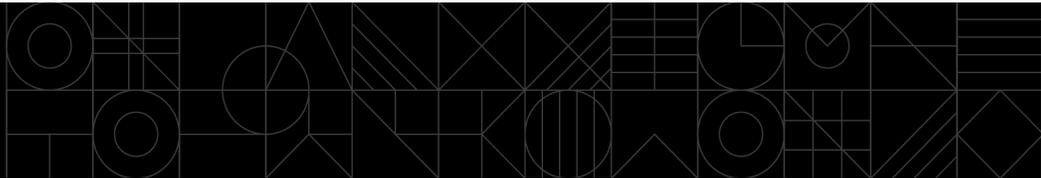
Learn more about [System Requirements](#) and how to make the [best rostering decision](#) for your school or district on our [Help Center](#).

Thank you for choosing Imagine Learning!

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For information about Imagine Learning's Terms of Use and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

This quote is subject to Imagine Learning's End-User License Agreement ("EULA"). The EULA is available at <https://cdn-websites.imaginelearning.com/corporate/sites/default/files/2021-07/IL-EULA.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these EULA resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.



Bill To	Ship To
Attn: Accounts Payable San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173

191480
Date 9/20/2021
Valid Until 12/3/2021
Partnership Manager Yadira Cervantes

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 714-345-9389 or yadira.cervantes@imaginelearning.com.

Quantity	Item	Unit Price	Amount
5	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase. Licenses valid at the following schools: La Mirada Sunset Willow Vista Del Mar San Ysidro Middle	\$5,000.00	\$25,000.00
1	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase. Ocean View Hills Pro-Rated Pricing Adjustment for pro-rated period	\$5,000.00	\$5,000.00 (\$417.00)
1	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase. Smythe Pro-Rated Pricing Adjustment for pro-rated period	\$5,000.00	\$5,000.00 (\$833.00)

Include the quote number (#191480) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

Fax: (866) 507-9270
Email: PurchaseOrders@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	\$33,750.00
Tax Total	\$0.00
Total	\$33,750.00

SYSD BOARD APPROVED: 11-18-21

Marilyn Adrianzen, CBO

14D.4
Page 4 of 10

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1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about [System Requirements](#) and how to make the [best rostering decision](#) for your school or district on our [Help Center](#).

Thank you for choosing Imagine Learning!

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END-USER LICENSE AGREEMENT

NOTICE TO END-USER: This legally binding End-User Software License Agreement (this "**Agreement**") is made and entered into by and between you, the purchaser/licensee and end-user (an individual or entity referred to hereinafter as either "you" or the "**End-User**"), and Imagine Learning, Inc., a Utah corporation (referred to hereinafter as the "**Company**"), the owner/licensor of the subject Software (hereinafter defined) that you are licensing from the Company (whether directly or indirectly through its authorized distributors). YOU ACKNOWLEDGE AND AGREE THAT YOUR ACT OF USING THE COMPANY'S SOFTWARE FURNISHED TO YOU BY THE COMPANY OR ITS DISTRIBUTOR CONCLUSIVELY CONFIRMS YOUR ACCEPTANCE OF THIS AGREEMENT (AND THE SOFTWARE) AND YOUR PROMISE TO HONOR ALL OBLIGATIONS OF THE END-USER HEREUNDER. THEREFORE, YOU NEED TO FIRST REVIEW THE TERMS OF THIS AGREEMENT, AND IF YOU AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN, AND ONLY THEN, MAY YOU USE THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU NEED TO REMOVE THE ENTIRE SOFTWARE PACKAGE (INCLUDING ALL DOCUMENTATION) AND RETURN ANY PROVIDED HARDWARE TO THE COMPANY OR ITS DISTRIBUTOR (UNUSED AND UNDAMAGED) NO LATER THAN TEN (10) DAYS FROM THE DATE OF YOUR PURCHASE IN ORDER TO RECEIVE A REFUND OF THE UNUSED PORTION OF YOUR SOFTWARE PURCHASE PRICE. SOFTWARE AND HARDWARE INSTALLATION AND TRAINING COSTS ARE NON-REFUNDABLE.

1. Grant of License. In connection with your purchase of the Software license, you are hereby granted a limited, nonexclusive license (the "**License**") to use the Software for its intended educational purposes, furnished to you by the Company or its distributor, as authorized by the Company, as part of the subject License (but specifically excluding any use of the Software to render similar services to others, or for any resale, sublicense or any other third-party transaction). The term "**Software**", for purposes of this Agreement, means the *Imagine Learning* software package (including any and all individual products under the Imagine Learning umbrella and future improvements or enhancements thereto) licensed by you from the Company or our distributor, along with the related documentation and any updates and bug fixes the Company may send you in the future. The End-User may contract hereafter for support and maintenance pursuant to the distributor's standard support agreement.

2. Term and Termination. The term of this License, upon payment in full of all fees and charges itemized on the purchase order, is subscription based (or perpetual if specifically determined by your type of purchase) if you honor all terms and conditions hereof. However, the Company may terminate the License at any time if the End-User breaches any term or condition hereof and fails to cure the same to the Company's reasonable satisfaction within thirty (30) days after End-User's receipt of written notice of such breach from the Company. The End-User agrees that the Company will invoice the End-User for any licenses activated above the number of licenses issued through the original purchase order. Payment in full is due within sixty (60) days of invoice and if not received by the Company, the Software and any provided hardware are subject to removal and/or de-authorization by the Company. Upon termination of the License, the End-User shall return to the Company or its distributor any provided hardware, along with the original and all copies of the Software, in written and electronic formats, and shall certify in writing that all originals and all copies and parts thereof have been returned (or otherwise destroyed to the Company's satisfaction). Thereafter, the End-User shall continue to honor all provisions set forth herein for the protection of the Company's Software, intellectual property, confidential information and reputation.

3. Limitations; Transfers. You agree not to modify, adapt or translate the Software, and you further agree not to, nor attempt to, replicate, reverse engineer, decompile, disassemble or otherwise discover or misappropriate the source code of the Software, nor copy nor distribute the same. You may not disclose to any third party all or any part of the Software or any confidential or proprietary information or trade secrets relating thereto (i.e., information not in the public domain) without the Company's prior written consent; provided, however, that you may make such disclosures to your own employees who have a "need to know" for your licensed use of the Software, but all such employees must be informed of their duty to honor all provisions of this License (in particular, paragraphs 1, 2, 3,

4 and 8 hereof). You may not resell, rent, lease, sublicense, distribute, or loan all or any part of the Software to any third party. The Software is licensed as a single unit, and its component programs may not be separated for any other use. The Company may enter your premises upon reasonable notice during regular business hours and conduct periodic audits to verify that you are honoring all terms and conditions of this limited License.

4. Ownership. Title, all ownership rights, and all intellectual property rights in and to the Software, all materials and intellectual property related thereto, and any provided hardware shall remain exclusively with the Company. The Software is protected by United States patent law and copyright law, international patent and copyright treaties, and local trade secret laws, as well as other intellectual property laws, regulations and treaties. No title to or ownership of the Software has been transferred to you, and this License shall not be construed as a sale of any rights in the Software, but merely a limited, non-exclusive license. You agree not to remove or alter any patent, copyright, trademark, or other proprietary notices on any copy of the Software. The Company and its authorized distributors reserve all rights not expressly granted to you herein.

5. Indemnification; Injunction. The End-User shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, legal fees and costs suffered or incurred by the Company as a result of any material breach by the End-User and its employees or agents of any provision of this Agreement; and the End-User further agrees that any such actual or threatened breach will cause the Company to incur incalculable and irreparable damage for which there is no adequate remedy at law, entitling the Company to temporary and permanent injunctive relief in addition to all other available remedies.

6. Limited Warranty and Remedy. The Software is provided by the Company and accepted by the End-User "as is." The Company warrants only that the Software and any provided hardware will perform substantially in accordance with the Company's accompanying explanatory materials for the duration of the End-User's subscription period. The Company's sole and exclusive liability, and your exclusive remedy, for any breach of this sole warranty or this Agreement, shall be limited to (at the Company's option) either the (i) replacement or (ii) repair of the Software (or the provided hardware, as the case may be). Any replacement Software or hardware will be warranted similarly. The Company is not liable for any performance delays or for nonperformance due to causes beyond its reasonable control or caused by you or any third party(ies). The Company does not warrant the Software, any provided hardware, or headsets against damage, loss, or theft. This Limited Warranty is in addition to any and all other warranties that may be passed through to the End-User by the Company from third party software vendors (e.g., Microsoft). This limited warranty is void if any failure of the Software results from any accident, abuse, misapplication, or modification of the Software by you or any third party. Headsets resold to the End-User as a service to the End-User become the property and responsibility of the End-User and may include a limited warranty from the manufacturer but will not include a separate warranty from the Company. THE ABOVE-STATED LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND THE COMPANY AND ITS DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. IN SUCH STATES SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS INFORMATION OR OTHER BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE COMPANY OR ITS DISTRIBUTORS OR THEIR REPRESENTATIVE(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES; AND IN NO EVENT SHALL THE COMPANY'S OR ITS DISTRIBUTORS' LIABILITY OR EXPOSURE TO THE END-USER OR END-USER'S ASSIGNEE UNDER THIS AGREEMENT EVER EXCEED THE END-USER'S PURCHASE PRICE FOR THE SOFTWARE LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS. IN SUCH JURISDICTIONS SOME OR ALL OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONTAMINATION OR LOSS OF DATA OR ANY ADVERSE IMPACT, FINANCIAL, TECHNICAL OR OTHERWISE, DUE TO YOUR OR ANY THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF THE SOFTWARE OR ANY ACT NOT LICENSED OR APPROVED BY THE EXPRESS TERMS OF THIS AGREEMENT.

8. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS, and any use, duplication or disclosure of the Software by the United States Government is subject to those restrictions set forth in subparagraph (c)(1)(ii) of "Rights in Technical Data and Commercial Computer Software - Restricted Rights," at 48 CFR 52.227-19, and any amendments thereto, as applicable. You agree that neither all nor any part of the Software will be shipped, transferred or exported in any form into any country outside the U.S.A. or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

9. FERPA Compliance. In providing the Software for use by any educational agency or institution, the Company is acting as a contractor as described under the Family Educational Rights and Privacy Act 34 CFR 99.31 (a)(1)(i)(B). As required for FERPA compliance, the Company is under the direct control of the agency or institution with respect to the use and maintenance of education records pertaining to that agency or institution. Such control includes the ability of the educational agency or institution to dictate the level of data collection performed by the Software. The Company does not redisclose data to any other parties per limitations imposed by 34 CFR 99.33.

10. General Provisions. This Agreement is the final expression of the Company's and the End-User's agreement and is intended to be a complete and exclusive statement of the terms and conditions thereof, including any exhibits attached hereto. Any waiver of any performance required hereunder of either party shall be valid only in the instance for which it is given, not for any future instances or other provisions hereof, and only if waived in writing by the party otherwise benefiting from such performance. Access to usage, performance, and efficacy data of all types from all Company software shall be granted at all times to the Company and may be used for reports, evaluations, and publications without restriction as long as the public reports, evaluations, and publications contain no individual student identification information. The End-User will not engage in, allow, assist, or permit any report, evaluation or publication of usage, performance, or efficacy data related to or derived from the Company's software without prior express written permission. Other than the Company's income taxes, the End-User shall be solely responsible for all taxes, assessments, fees, duties, etc. that may be charged by any governmental authority by virtue of this Agreement and/or your use of the Software. The Company's licensors who have contributed software or code to the Software (e.g., Microsoft) are direct and intended third party beneficiaries of this Agreement and may enforce it directly against you, but without any liability to you for damages of any kind that may arise out of this Agreement. Any action for breach of this Agreement must be commenced by the non-breaching party within one (1) year from the later of: (i) the date the cause of action arises, or (ii) the date the cause of action is discovered (or in the exercise of reasonable diligence by you, *should* have been discovered). This Agreement and all matters relating hereto shall be governed by the laws of the State of Utah and the United States of America. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Both parties agree to resolve any controversy or dispute relating to this Agreement (other than equitable relief permitted under paragraph 6) by binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the International Chamber of Commerce in Salt Lake City, Utah. In any suit, arbitration or appeal regarding this Agreement, the prevailing party's attorneys' fees and costs shall be reimbursed in full by the non-prevailing party. In the event that any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be contrary to any applicable law, such law shall be deemed controlling and this Agreement shall be regarded as modified accordingly, giving maximum permissible effect to the parties' intentions

expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals executing this Agreement are fully authorized to do so by their respective companies' bylaws and/or board resolutions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns.

FONT END-USER LICENSE AGREEMENT

By installing and using the Product, you agree to the following terms and conditions.

1. Grant of License. The Product contains font software programs which generate human readable typeface designs ("Font Software"). You may not install or use the Font Software on any device except one on which you have installed a properly licensed copy of the Product. The Font Software is supplied to you for Internal Use only. "Internal Use," as used herein, means use (i) in the course of your customary and ordinary internal business, or (ii) for your personal use. If used in the course of your customary and ordinary internal business, Internal Use shall mean use solely by your authorized agents and employees. If used for personal use, Internal Use shall mean use solely by individuals who reside with you in your household. All such agents, employees and household residents must agree to the terms and conditions of this End-User License Agreement as a condition of using the Font Software. Internal Use shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

2. Limitations. You may not convert the Font Software into a different format. You may not alter or modify the Font Software in any manner which results in the Font Software having different or enhanced functionality then when it was delivered to you as part of the Product.

You may use an application program such as Adobe Acrobat to embed the Font Software into an electronic document. You may send such an electronic document to a third party only for the purpose of permitting the third party to view and print the electronic document. Font Software may not be embedded in any format which permits the recipient of an electronic document to install the Font Software or to use the Font Software for any purpose beyond merely viewing and printing the document. You may not embed Font Software into a Commercial Product. A "Commercial Product" is an electronic document which is distributed in exchange for a fee or other consideration. For example, you cannot embed Font Software into an electronic book or magazine which is offered to the public for a fee.

Except for the print and view embedding permission granted in paragraph 4 above, you may not copy the Font Software; provided, however, you may make one copy of the Font Software for archival purposes only. The archival copy cannot be distributed and can be used only when you have permanently deleted the original or any copy of the Font Software on your device. You may not reverse engineer, decompile, or take any action which results in or is designed to result in gaining access to the source code of the Font Software, except as permitted by law and then only for the purpose of achieving an interoperable program.

3. Ownership. The Font Software supplied with the Product is proprietary and is protected by U.S. and international copyright and trademark law. All rights not expressly set forth herein are reserved. A breach of this End-User License Agreement may subject you to damages and injunctive relief under this Agreement as well as under applicable copyright and trademark law.

4. Limited Warranty. YOU AGREE THAT THE FONT SOFTWARE IS SUPPLIED TO YOU WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. You agree that the Font Software is supplied without any warranty that the Font Software is free of all bugs, errors, and omissions. YOU AGREE THAT IN NO EVENT WILL THE PROVIDER OF THE PRODUCT OR ITS SUPPLIERS,

INCLUDING THE SUPPLIER(S) OF THE FONT SOFTWARE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOST PROFITS, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY PUNITIVE OR SPECIAL DAMAGES, EVEN IF YOU NOTIFIED THE PROVIDER OF THE PRODUCT AND THE SUPPLIERS OF THE FONT SOFTWARE OF THE POSSIBILITY OF SUCH DAMAGES. You agree that your sole and exclusive remedy and the sole liability of the provider of the Product and the supplier(s) of the Font Software for defective Font Software is, upon return of the defective Font Software to the provider of the Product, either and at the sole option of the provider of the Product (i) the replacement of defective Font Software or (ii) the refund of your licensee fee paid for such Font Software. Some jurisdictions do not allow the exclusion or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation or exclusion of implied warranties where the product results in physical injury or death, so such limitations or exclusions may not apply to you. In those jurisdictions, you agree that the liability of the supplier of the Font Software for such physical injury shall not exceed one hundred thousand dollars (U.S. \$100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Other than as expressly set forth herein, the Font Software is non-returnable and nonrefundable.

5. Term and Termination. This license shall remain in effect so long as you are in material compliance with all of its terms and conditions. If you breach any of the terms and conditions, this license is automatically terminated and you are obligated to destroy the original and all copies of the Font Software. In such event, upon the request of the provider of the Product or the suppliers of the Font Software, you shall provide written certification of such destruction.

6. U.S. Government Restricted Rights. If you are acquiring the Font Software on behalf of any unit or agency of the United States Government, the following provisions shall apply. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 252.227-7013, subdivision (b)(3)(ii) or subparagraph (c)(1)(ii), as appropriate. Further use, duplication or disclosure is subject to restrictions to restricted rights software as set forth in FAR 52.227-19(c)(2).

Should you have any questions concerning these Agreements, please contact the Company at

Imagine Learning, Inc., 382 W. Park Circle, Suite 100, Provo, UT 84604

Phone toll free: 1-866-ILSUPPORT; 1-866-457-8776; fax: 801-377-5072; or email: support@imaginelearning.com.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CONSULTANT TANYA A. KELLER FOR SCHOOL YEAR 2021-2022

BACKGROUND INFORMATION:

Augmentative and Alternative Communication (AAC) offers individuals a communication system that can add to or replace speech. AAC is a set of tools and strategies that are used to solve everyday communication challenges for students with speech problems. Students with severe speech difficulties rely on AAC to learn language, and supplement existing speech that is not functional. Some students may have difficulties learning speech because of Autism, Down Syndrome or other developmental disabilities. Some individuals may lose the ability to speak due to an injury or disease. AAC can help these students with speech difficulties to learn language along the way. AAC is a voice for people who can't speak.

The purpose of training in the school setting is that the team can gather and share information on a student and their AAC system. Ms. Tanya Keller will be providing training to school staff and family member to increase knowledge on a language organization system, device modification or programming and most importantly, implementation recommendations.

Cost Implication: \$150.00 per hour (training staff and services to students)

RECOMMENDATION:

Approve the agreement with Tanya A. Keller, M.S. CCC-SLP Ed.S/SD AAC to provide Augmentative and Alternative Communication Assessment training to parents and staff for school year 2021-2022 at a rate of \$150.00 per hour from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$150.00/hour

(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 19th day of November 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Tanya A. Keller M.S. CCC-SLP Ed.S/SD AAC
Company/Consultant

(617) 780-5193
Telephone Number

3952 32nd St., Apt. 2, San Diego, CA 92104
Address

everyonecancommunicate.com
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: November 19, 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.

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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 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 (coverage must be clearly reflected on Certificate of Liability) and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability (if applicable):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
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. Certificate of Liability must clearly reflect this coverage.
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 judgments 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 _____

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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 and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **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/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the 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.

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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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

(2) All such materials and data shall be provided to the District, or such other agency or 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.

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(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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	Independent Contractor/Consultant	
Name:	Tanya Keller M.S. CCC-SLP Ed.S/SD AAC	
Title:	SLP/AAC Consultant	
Address:	3952 32 nd St., Apt. 2	
City/State/Zip Code:	San Diego, CA 92104	
Telephone:	(617) 780-5193	
Email:	tanya.keller@sdaacslp.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Tanya A. Keller M.S. CCC-SLP Ed.S/SD AAC
Firm Name

Tanya A. Keller, AAC Consultant
Print Name, Title

Date:

Phone Number: (617) 780-5193

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: _____

Signature

Date

Tanya A. Keller, M.S. CCC-SLP Ed.S/SD AAC

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.51 or a serious felony listed in Penal Code section 1192.71
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision I 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 667.51 or a serious felony listed in Penal Code section 1192.71.

_____(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 667.51 or a serious felony listed in Penal Code section 1192.71.

_____(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 667.51 or a serious felony listed in Penal Code section 1192.71.
- 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 WORK

Tanya A. Keller, M.S. CCC-SLP Ed.S/SD AAC will be providing the San Ysidro School District staff and students with the following services at a rate of **\$150.00 per hour**:

1. Training to staff about the use of AAC device;
2. Student evaluation for AAC device; and
3. Participating in an IEP meeting.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: LICENSE AGREEMENT WITH FLASHLIGHT LEARNING, LLC

BACKGROUND INFORMATION:

Flashlight360 was designed as an assets-oriented tool for supporting educators, parents, and students in growing productive language. It provides a user-friendly, formative evidence-based system for teaching, monitoring, and assessing language with four easy steps:

1. Student asynchronously and independently completes the language assessment
2. Teachers use the Simple Productive Language Scoring Rubric to score student responses and provide feedback to students
3. Teachers use the Standards-Aligned Goal-Setting System to co-create goals for each student in speaking and writing
4. Teachers use the Actionable Data Dashboard gathered from student evidence to inform their lesson planning.

This program will be implemented at our Middle Schools and Willow Elementary. Cost implications include \$17,500.00 for 1-Year Site licenses to be paid from Title III fund and \$13,500.00 for training sessions to be paid from Title I fund.

RECOMMENDATION:

Approve the license agreement with Flashlight Learning, LLC for the implementation and training package of the Flashlight360 Program at the total cost of \$31,000.00 from the Title I and Title III funds.

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. &

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?

Yes No

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

Yes No

Requisition #

\$31,000.00

(Amount)

Title I & Title III Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



flashlight learning

Quote Number	QT10007
Date	10/27/2021
Valid Until	11/25/2021
Partnership Manager	Justin Hewett

Bill To

San Ysidro School District
 Educational Services
 To: Cynthia Monreal Gonzalez
 4350 Otay Mesa Road
 San Ysidro, CA 92173

Ship To

San Ysidro School District
 Educational Services
 To: Cynthia Monreal Gonzalez
 4350 Otay Mesa Road
 San Ysidro, CA 92173

Any questions about this proposal may be directed to your Partnership Manager, Justin Hewett, at (801)599-6430 or at justin@flashlight360.com

Quantity	Product	Unit Price	Ext. Price
2	Annual Site License Annual Site License is a 12-month license to Flashlight360 for all students enrolled in a school. Includes all updates and access for all building teachers, administrators, and district administrators	\$12,500	\$25,000
100	Annual Student License Annual Student License is a 12-month license to Flashlight360 and includes all updates and access for all building teachers, administrators, and district administrators	\$50	\$5,000
1	ACT NOW Discount This discount will be applied if a purchase order is received by November 25, 2021.		\$ (12,500)

Please fax, email, or mail the Purchase Order to:

fax: (800) 727 - 7560
 email: PO@flashlight360.com
 mail: Flashlight Learning LLC
 12600 Somerdowns Court
 Draper, UT 84020

TOTAL \$17,500

SYSD Board approved: 11-18-21

 Marilyn Adrianzen, CBO

This proposal is provided to you as a courtesy, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced.



flashlight learning

Quote Number	QT10006
Date	10/27/2021
Valid Until	11/25/2021
Partnership Manager	Justin Hewett

Bill To

San Ysidro School District
 Educational Services
 To: Cynthia Monreal Gonzalez
 4350 Otay Mesa Road
 San Ysidro, CA 92173

Ship To

San Ysidro School District
 Educational Services
 To: Cynthia Monreal Gonzalez
 4350 Otay Mesa Road
 San Ysidro, CA 92173

Any questions about this proposal may be directed to your Partnership Manager, Justin Hewett, at (801)599-6430 or at justin@flashlight360.com

Quantity	Product	Unit Price	Ext. Price
9	Professional Development Services Trainings are a maximum of 2 hours and will be allocated at the discretion of Cynthia Monreal Gonzalez. Topics will include, but are not limited to: <ul style="list-style-type: none"> - Calibration and Scoring Productive Language - Setting Individualized Goals for Speaking/Writing - Integrating ELD into Lesson Plans 	\$1,500	\$13,500

Please fax, email, or mail the Purchase Order to:

fax: (800) 727 - 7560
 email: PO@flashlight360.com
 mail: Flashlight Learning LLC
 12600 Somerdowns Court
 Draper, UT 84020

TOTAL \$13,500

SYSD Board approved: 11-18-21

 Marilyn Adrianzen, CBO

This proposal is provided to you as a courtesy, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced.



Essential Components for Evidence-Based Improvement

Quality

(well-designed/developed)

- 1. Aligned to ESSA**
 - a) Consistent with ESSA program guidance.
 - b) References evidence-based improvement cycle
 - c) Aligns to the ELA/ELD Standards and Framework for productive language (speaking and writing)
- 2. Grounded in current research and practice**
 - a) ELA/ELD Framework and Standards for speaking and writing
 - b) Assessment for Learning
 - c) Formative, short cycle assessment for monitoring progress of academic language production
 - d) Captures "right now student data" to inform instruction
 - e) Timely student/teacher feedback and goal setting for teaching and learning
 - f) Develops assessment-capable learners
 - g) Develops student agency and ownership of their learning
 - h) Practice-based evidence rationale for improving student outcomes and developing teacher understanding of the importance of oracy as a strong predictor of literacy
 - i) Visual stimulus enhances verbal learning
- 3. Complete and Purposeful**
 - a) Structure and content are coherent and purposeful for accelerating and achieving desired outcomes

Relevance

(realistic and contextual)

- 1. Addresses Needs**
 - a) Addresses the need for progress monitoring academic English language production
 - b) Elevates the urgency to focus on supporting academic language production due to past and present academic and language gaps for underserved student populations
 - c) Aligned to LEAs need to monitor student progress toward English language proficiency in speaking and writing
 - d) Systemic data collection and tracking for leadership, teachers, students, and parents
- 2. Application**
 - a) Content aligned and appropriate with target audience knowledge and skills to support English language development
- 3. Addresses Contextual Factors**
 - a) Applicable to a variety of contexts (e.g., rural, urban, grade spans, English learner student typologies)
 - b) Asynchronous and synchronous educational environments
 - c) Includes sufficient options for variations and flexibility as determined by the LEAs
 - d) Asset-based formative assessment practice that acknowledges identity, languages, and cultures
 - e) Culturally responsive pedagogy
 - f) Social-emotional learning

Usefulness

(supports implementation/use)

- 1. Knowledge Transfer, Usability, and Applicability**
 - a) Uses clear and comprehensive information to inform practice and decisions
 - b) Clearly describes necessary steps, conditions, and resources for implementation
 - c) Applicability is considered for how to plan, implement, and monitor activity
 - d) Aligns with other priorities of the implementing site in supporting academic language and English language development into and through content areas
 - e) Use of a digital platform to monitor student progress of academic productive language (speaking and writing)



END-USER LICENSE AGREEMENT

NOTICE TO END-USER: This legally binding End-User Software License Agreement (this "**Agreement**") is made and entered into by and between you, the purchaser/licensee and end-user (an individual or entity referred to hereinafter as either "you" or the "**End-User**"), and Flashlight Learning LLC, a Utah corporation (referred to hereinafter as the "**Company**"), the owner/licensor of the subject Software (hereinafter defined) that you are licensing from the Company (whether directly or indirectly through its authorized distributors). YOU ACKNOWLEDGE AND AGREE THAT YOUR ACT OF USING THE COMPANY'S SOFTWARE FURNISHED TO YOU BY THE COMPANY OR ITS DISTRIBUTOR CONCLUSIVELY CONFIRMS YOUR ACCEPTANCE OF THIS AGREEMENT (AND THE SOFTWARE) AND YOUR PROMISE TO HONOR ALL OBLIGATIONS OF THE END-USER HEREUNDER. THEREFORE, YOU NEED TO FIRST REVIEW THE TERMS OF THIS AGREEMENT, AND IF YOU AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN, AND ONLY THEN, MAY YOU USE THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU NEED TO REMOVE THE ENTIRE SOFTWARE PACKAGE (INCLUDING ALL DOCUMENTATION) AND RETURN ANY PROVIDED HARDWARE TO THE COMPANY OR ITS DISTRIBUTOR (UNUSED AND UNDAMAGED) NO LATER THAN TEN (10) DAYS FROM THE DATE OF YOUR PURCHASE IN ORDER TO RECEIVE A REFUND OF THE UNUSED PORTION OF YOUR SOFTWARE PURCHASE PRICE. SOFTWARE AND HARDWARE INSTALLATION AND TRAINING COSTS ARE NON-REFUNDABLE.

1. Grant of License. In connection with your purchase of the Software license, you are hereby granted a limited, nonexclusive license (the "**License**") to use the Software for its intended educational purposes, furnished to you by the Company or its distributor, as authorized by the Company, as part of the subject License (but specifically excluding any use of the Software to render similar services to others, or for any resale, sublicense or any other third-party transaction). The term "**Software**", for purposes of this Agreement, means the *Flashlight360* software package (including any and all individual products under the Flashlight Learning umbrella and future improvements or enhancements thereto) licensed by you from the Company or our distributor, along with the related documentation and any updates and bug fixes the Company may send you in the future. The End-User may contract hereafter for support and maintenance pursuant to the distributor's standard support agreement.

2. Term and Termination. The term of this License, upon payment in full of all fees and charges itemized on the purchase order, is subscription based (or perpetual if specifically determined by your type of purchase) if you honor all terms and conditions hereof. However, the Company may terminate the License at any time if the End-User breaches any term or condition hereof and fails to cure the same to the Company's reasonable satisfaction within thirty (30) days after End-User's receipt of written notice of such breach from the Company. The End-User agrees that the Company will invoice the End-User for any licenses activated above the number of licenses issued through the original purchase order. Payment in full is due within sixty (60) days of invoice and if not received by the Company, the Software and any provided hardware are subject to removal and/or de-authorization by the Company. Upon termination of the License, the End-User shall return to the Company or its distributor any provided hardware, along with the original and all copies of the Software, in written and electronic formats, and shall certify in writing that all originals and all copies and parts thereof have been returned (or otherwise destroyed to the Company's satisfaction). Thereafter, the End-User shall continue to honor all provisions set forth herein for the protection of the Company's Software, intellectual property, confidential information and reputation.

3. Limitations; Transfers. You agree not to modify, adapt or translate the Software, and you further agree not to, nor attempt to, replicate, reverse engineer, decompile, disassemble or otherwise discover or misappropriate the source code of the Software, nor copy nor distribute the same. You may not disclose to any third party all or any part of the Software or any confidential or proprietary information or trade secrets relating thereto (i.e., information not in the public domain) without the Company's prior written consent; provided, however, that you may make such disclosures to your own employees who have a "need to know" for your licensed use of the Software, but all such employees must be informed of their duty to honor all provisions of this License (in particular, paragraphs 1, 2, 3,

4 and 8 hereof). You may not resell, rent, lease, sublicense, distribute, or loan all or any part of the Software to any third party. The Software is licensed as a single unit, and its component programs may not be separated for any other use. The Company may enter your premises upon reasonable notice during regular business hours and conduct periodic audits to verify that you are honoring all terms and conditions of this limited License.

4. Ownership. Title, all ownership rights, and all intellectual property rights in and to the Software, all materials and intellectual property related thereto, and any provided hardware shall remain exclusively with the Company. The Software is protected by United States patent law and copyright law, international patent and copyright treaties, and local trade secret laws, as well as other intellectual property laws, regulations and treaties. No title to or ownership of the Software has been transferred to you, and this License shall not be construed as a sale of any rights in the Software, but merely a limited, non-exclusive license. You agree not to remove or alter any patent, copyright, trademark, or other proprietary notices on any copy of the Software. The Company and its authorized distributors reserve all rights not expressly granted to you herein.

5. Indemnification; Injunction. The End-User shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, legal fees and costs suffered or incurred by the Company as a result of any material breach by the End-User and its employees or agents of any provision of this Agreement; and the End User further agrees that any such actual or threatened breach will cause the Company to incur incalculable and irreparable damage for which there is no adequate remedy at law, entitling the Company to temporary and permanent injunctive relief in addition to all other available remedies.

6. Limited Warranty and Remedy. The Software is provided by the Company and accepted by the End-User "as is." The Company warrants only that the Software and any provided hardware will perform substantially in accordance with the Company's accompanying explanatory materials for the duration of the End-User's subscription period. The Company's sole and exclusive liability, and your exclusive remedy, for any breach of this sole warranty or this Agreement, shall be limited to (at the Company's option) either the (i) replacement or (ii) repair of the Software (or the provided hardware, as the case may be). Any replacement Software or hardware will be warranted similarly. The Company is not liable for any performance delays or for nonperformance due to causes beyond its reasonable control or caused by you or any third party(ies). The Company does not warrant the Software, any provided hardware, or headsets against damage, loss, or theft. This Limited Warranty is in addition to any and all other warranties that may be passed through to the End-User by the Company from third party software vendors (e.g., Microsoft). This limited warranty is void if any failure of the Software results from any accident, abuse, misapplication, or modification of the Software by you or any third party. Headsets resold to the End-User as a service to the End-User become the property and responsibility of the End-User and may include a limited warranty from the manufacturer but will not include a separate warranty from the Company. THE ABOVE-STATED LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND THE COMPANY AND ITS DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. IN SUCH STATES SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS INFORMATION OR OTHER BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE COMPANY OR ITS DISTRIBUTORS OR THEIR REPRESENTATIVE(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES; AND IN NO EVENT SHALL THE COMPANY'S OR ITS DISTRIBUTORS' LIABILITY OR EXPOSURE TO THE END-USER OR END-USER'S ASSIGNEE UNDER THIS AGREEMENT EVER EXCEED THE END-USER'S PURCHASE PRICE FOR THE SOFTWARE LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS. IN SUCH JURISDICTIONS SOME OR ALL OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONTAMINATION OR LOSS OF DATA OR ANY ADVERSE IMPACT, FINANCIAL, TECHNICAL OR OTHERWISE, DUE TO YOUR OR ANY THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF THE SOFTWARE OR ANY ACT NOT LICENSED OR APPROVED BY THE EXPRESS TERMS OF THIS AGREEMENT.

8. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS, and any use, duplication or disclosure of the Software by the United States Government is subject to those restrictions set forth in subparagraph (c)(1)(ii) of "Rights in Technical Data and Commercial Computer Software - Restricted Rights," at 48 CFR 52.227-19, and any amendments thereto, as applicable. You agree that neither all nor any part of the Software will be shipped, transferred or exported in any form into any country outside the U.S.A. or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

9. FERPA Compliance. In providing the Software for use by any educational agency or institution, the Company is acting as a contractor as described under the Family Educational Rights and Privacy Act 34 CFR 99.31 (a)(1)(i)(B). As required for FERPA compliance, the Company is under the direct control of the agency or institution with respect to the use and maintenance of education records pertaining to that agency or institution. Such control includes the ability of the educational agency or institution to dictate the level of data collection performed by the Software. The Company does not redisclose data to any other parties per limitations imposed by 34 CFR 99.33.

10. General Provisions. This Agreement is the final expression of the Company's and the End-User's agreement and is intended to be a complete and exclusive statement of the terms and conditions thereof, including any exhibits attached hereto. Any waiver of any performance required hereunder of either party shall be valid only in the instance for which it is given, not for any future instances or other provisions hereof, and only if waived in writing by the party otherwise benefiting from such performance. Access to usage, performance, and efficacy data of all types from all Company software shall be granted at all times to the Company and may be used for reports, evaluations, and publications without restriction as long as the public reports, evaluations, and publications contain no individual student identification information. The End-User will not engage in, allow, assist, or permit any report, evaluation or publication of usage, performance, or efficacy data related to or derived from the Company's software without prior express written permission. Other than the Company's income taxes, the End-User shall be solely responsible for all taxes, assessments, fees, duties, etc. that may be charged by any governmental authority by virtue of this Agreement and/or your use of the Software. The Company's licensors who have contributed software or code to the Software (e.g., Microsoft) are direct and intended third party beneficiaries of this Agreement and may enforce it directly against you, but without any liability to you for damages of any kind that may arise out of this Agreement. Any action for breach of this Agreement must be commenced by the non-breaching party within one (1) year from the later of: (i) the date the cause of action arises, or (ii) the date the cause of action is discovered (or in the exercise of reasonable diligence by you, *should* have been discovered). This Agreement and all matters relating hereto shall be governed by the laws of the State of Utah and the United States of America. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Both parties agree to resolve any controversy or dispute relating to this Agreement (other than equitable relief permitted under paragraph 6) by binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the International Chamber of Commerce in Salt Lake City, Utah. In any suit, arbitration or appeal regarding this Agreement, the prevailing party's attorneys' fees and costs shall be reimbursed in full by the non-prevailing party. In the event that any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be contrary to any applicable law, such law shall be deemed controlling and this Agreement shall be regarded as modified accordingly, giving maximum permissible effect to the parties' intentions

expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals executing this Agreement are fully authorized to do so by their respective companies' bylaws and/or board resolutions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in-interest and permitted assigns.

FONT END-USER LICENSE AGREEMENT

By installing and using the Product, you agree to the following terms and conditions.

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Should you have any questions concerning these Agreements, please contact the Company at

Flashlight Learning LLC, 12600 Somerdowns Court, Draper, UT, 84020

Phone toll free: 1-800-727-7560; fax: 800-727-7560; or email: support@flashlight360.com.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS

BACKGROUND INFORMATION:

Pursuant to California Education Codes 60510, 60511 and 60530, districts may dispose of unusable surplus or undistributed obsolete instructional materials by means of sale, donation and/or destruction (recycle).

Over the years, our school libraries have accumulated instructional materials that have become obsolete. The attached lists of instructional materials from each school site and district include items considered to be obsolete, damaged and/or outdated and are recommended for disposal.

The District also seeks authorization to post for any individuals, agencies, and organizations that may be interested in submitting a bid to purchase these materials. Any materials that are not sold, will be donated and/or recycled.

RECOMMENDATION:

Approve the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, donation, recycling and/or destruction. All materials are considered to be obsolete, damaged and/or outdated and are recommended for disposal.

LCAP GOAL AND ACTION/SERVICE:

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)

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

Recommended for: Approval Denial Certification Requested Yes No



San Ysidro School District

Educational Services Department

Disposal of Obsolete Instructional Materials

School: Vista Del Mar Middle School

# of Items	Description	Published	Comments
90	US History Textbooks	Holt 2006	Missing pages and Damage
21	World History Medieval To Early Modern Times Textbooks	Holt 2006	Missing pages and Damage
38	Amplify Anthology Gr. 7	Amplify 2018	Missing pages and Damage
38	Amplify Anthology Gr. 8	Amplify 2018	Missing pages and Damage
1	Realidades 2	Prentice Hall 2011	Missing pages, Damage and not part of our Curriculum
11	Focus on Life Science CA 7	Prentice Hall 2008	Missing pages, Damage and not part of our Curriculum
9	Focus on Physical Science CA 8	Prentice Hall 2008	Missing pages, Damage and not part of our Curriculum
1	Houghton Mifflin Mathematics CA 5	Houghton Mifflin Hartcourt 2002	Missing pages, Damage and not part of our Curriculum
1	Houghton Mifflin Reading CA 6	Houghton Mifflin Hartcourt 2003	Missing pages, Damage and not part of our Curriculum
11	Literature and Language Arts CA Course 2	Holt, Rinehart and Winston 2003	Missing pages, Damage and not part of our Curriculum
1	Literature and Language Arts CA Course 3	Holt, Rinehart and Winston 2003	Missing pages, Damage and not part of our Curriculum

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT –
AMENDMENT NO. 1

BACKGROUND INFORMATION

The California State Department of Education has amended the Preschool & Child Development contract CSPP-1468 for fiscal year 2021-2022. The Maximum Rate per child day was amended by deleting reference to \$50.70 and inserting \$52.72 in place thereof. The Maximum Reimbursable Amount (MRA) was amended by deleting reference to \$1,415,291.00 and inserting \$1,471,679.00 in place thereof, with an overall increase in funding of \$56,388.00.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the California State Department of Education Contract CSPP-1468 increasing the funding for the Preschool & Child Development Programs to \$1,471,679.00 for fiscal year 2021-2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

REVENUE

\$1,471,679.00

(Amount)

Preschool & Child Development (CSPP)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES ALLOCATION LETTER

Budget Act Amendment

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1468

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6837-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2021 designated as number CSPP-1468 shall be amended as of September 22, 2021 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,415,291.00 and inserting \$1,471,679.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$50.70 and inserting \$52.72 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 27,915.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,388 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,415,291 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,471,679	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Child Development Programs		General	
	(OPTIONAL USE) 0656			
	23038-6837			
ITEM 30.10.010.		CHAPTER	STATUTE	FISCAL YEAR
6100-196-0001		B/A	2021	2021-2022
OBJECT OF EXPENDITURE (CODE AND TITLE)				
702		SACS: Res-6105 Rev-8590		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2022-2023

BACKGROUND INFORMATION:

Every year the California Department of Education's Early Education Division (EED) offers the opportunity to existing California State Preschool Program (CSPP) contractors to request continued funding for the following fiscal year. This is found in the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 1, Article 5.

Upon receipt of this continued funding application, the EED will be notified of our District's wishes to automatically renew our CSPP contract for fiscal year 2022-2023.

RECOMMENDATION:

Approve application for continued funding for the District's State Preschool and Child Development Programs for fiscal year 2022-2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

California State Preschool Program Continued Funding Application Fiscal Year 2022–23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor:

CSPP Contractor *Doing Business As* (DBA):

Headquartered County: ▼

Vendor Number:

Executive Director Name:

Executive Director Telephone Number:

Executive Director Fax Number:

Executive Director Email Address:

Legal Business Address:

City:

Zip Code:

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA:

Title of Contact Person Completing the CFA:

Contact Person Telephone Number:

Contact Person Email Address:

Contractor Name:

Vendor #: County:

San Ysidro Elementary School District

6837 37 San Diego

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- Full-Day/Full-Year
- Part-Day/Part-Year
- Family Childcare Home Education Network

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

Section III – CSPP Contractor’s Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? Yes No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Antonio Martinez	President	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	antonio.martinez@sysdschools.org
Rudy Lopez	Vice President			rudy.lopez@sysdschools.org
Rosaleah Pallasigue	Clerk	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	rosaleah.pallasigue@sysdschools.org
Humberto Gurmilan	Member	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	humberto.gurmilan@sysdschools.org
Irene Lopez	Member			irene.lopez@sysdschools.org

Contractor Name:

San Ysidro Elementary School District

Vendor #: County:

6837 37 San Diego

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor **does not** have programmatic or calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations, Title 5 (5 CCR)*; and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

Signature of the CSPP Contractor's Authorized Representative:

Printed Name and Title of the CSPP Contractor's Authorized Representative:

Date of Signature:

Authorized Representative's Telephone Number:

Authorized Representative's Email Address:

Contractor Name:

San Ysidro Elementary School District

Vendor #: County:

6837 37 San Diego

Section VI – Subcontract Certification

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of the CSPP Contractor's Authorized Representative:

Printed Name and Title of the CSPP Contractor's Authorized Representative:

Gina A. Potter, Ed.D - Superintendent

Date of Signature:

November 18, 2021

Authorized Representative's Telephone Number:

(619) 428-2352

Authorized Representative's Email Address:

lorena.varela-reed@sysdschools.org

Contractor Name:	Vendor #:	County:
San Ysidro Elementary School District	6837	37 San Diego

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor’s Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm’s length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Signature of the CSPP Contractor's Authorized Representative:

Printed Name and Title of the CSPP Contractor's Authorized Representative:

Gina A. Potter, Ed.D - Superintendent

Date of Signature:

November 18, 2021

Authorized Representative's Telephone Number:

(619) 428-2352

Authorized Representative's Email Address:

lorena.varela-reed@sysdschools.org

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

**Section VIII – Certification of CSPP Contractor Information in the
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

San Ysidro Elementary School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

San Ysidro Elementary School District

as of the date this certification is signed.

Program Director/Authorized Representative Signature:

Date Signed:

November 18, 2021

Printed Name of Program Director/Authorized Representative:

Lorena Varela-Reed, Director of Child Development

Contractor Name:	Vendor #:	County:
San Ysidro Elementary School District	6837	37 San Diego

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022–23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency’s board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Fiscal Year 2022–23 Program Calendar

Name of CSPP Contractor	Vendor Number	County	Contract Type
San Ysidro Elementary School District	6837	37 - San Diego	CSPP Part-Day/Part Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	X	X	X	X	X	30
31	*	*	*	*	*	*

August 2022						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

September 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2022						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

November 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X	*	*	*

December 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2023						
Sun	M	Tu	W	Th	F	Sat
1	2	3	4	5	6	7
8	9	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

February 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	17	18
19	20	X	X	X	X	25
26	X	X	*	*	*	*

March 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	21	22	23	24	25
26	27	28	29	30	31	*

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

May 2023						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X	*	*	*

June 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

April Days of Operation

May Days of Operation

June Days of Operation

Fourth Quarter Subtotal

Total Days of Operation

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
Section V*	CSPP Personnel Certification	6	<input checked="" type="checkbox"/>
Section VI*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VII*	CSPP Contractor Certification	8	<input checked="" type="checkbox"/>
Section VIII*	Certification of CSPP Contractor Information in the CDMIS Database	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	<input type="checkbox"/>
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input type="checkbox"/>

Contractor Name: San Ysidro Elementary School District **Vendor #:** 6837 **County:** 37 San Diego

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	<input checked="" type="checkbox"/>
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	<input checked="" type="checkbox"/>
Section IX J.*	Federal Certification (CO.8)	11	<input checked="" type="checkbox"/>
Section IX K.*	For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable
 ***Bolded sections require a signature**

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
San Ysidro Elementary School District

2. Federal ID Number:
95-600-2821

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
Gina A. Potter, Ed.D - Superintendent

5. Date Executed:
11/18/21

6. Executed in the County and State of:
San Diego

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Ysidro Elementary School District	95-600-2821

By (Authorized Signature)

Printed Name and Title of Person Signing

Gina A. Potter, Ed.D - Superintendent

Date Executed	Executed in the County of
November 18, 2021	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 “New restrictions on Lobbying,” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

- (a.) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
- (b.) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
 - (2.)The grantee's policy of maintaining a drug-free workplace;
 - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
- (1.)Abide by the terms of the statement; and
 - (2.)Notify the employer in writing of his or her conviction for a violation;
- (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 1880 Smythe Avenue

City: San Ysidro

State: CA

Zip Code: 92173

Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.)As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.)If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT:

San Ysidro Elementary School District

CONTRACT #:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Gina A. Potter, Ed.D - Superintendent

SIGNATURE:

DATE:

11/18/21

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **San Ysidro Elementary Sch Dist (6837)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **San Ysidro Elementary Sch Dist (6837)** as of the date this certification was signed.

Program Director/Authorized Representative Signature	Date Signed
--	-------------

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: LORENA VARELA-REED

Date Generated: 11/9/2021

Assigned CDD Consultant: Sandy Patitucci

Enter New Search Criteria

New Search

Search Results

Search Type: Public Schools ✕ **Districts:** San Ysidro Elementary ✕ **Status:** Active ✕

7 Schools found

<u>CDS Code</u> ⇅	<u>County</u> ^	<u>District</u> ⇅	<u>School</u> ⇅	<u>School Type</u> ⇅	<u>Sector Type</u> ⇅	<u>Charter</u> ⇅	<u>Status</u> ⇅
37683796089007	San Diego	San Ysidro Elementary	<u>La Mirada Elementary</u>	Elementary Schools (Public)	Public	No	Active
37683796119341	San Diego	San Ysidro Elementary	<u>Ocean View Hills</u>	Elementary Schools (Public)	Public	No	Active
37683796098453	San Diego	San Ysidro Elementary	<u>San Ysidro Middle</u>	Intermediate/Middle Schools (Public)	Public	No	Active
37683796085146	San Diego	San Ysidro Elementary	<u>Smythe Elementary</u>	Elementary Schools (Public)	Public	No	Active
37683796093264	San Diego	San Ysidro Elementary	<u>Sunset Elementary</u>	Elementary Schools (Public)	Public	No	Active
37683790137737	San Diego	San Ysidro Elementary	<u>Vista Del Mar</u>	Intermediate/Middle Schools (Public)	Public	No	Active
37683790123000	San Diego	San Ysidro Elementary	<u>Willow Elementary</u>	Elementary Schools (Public)	Public	No	Active

7 Schools found

Share this Page

San Ysidro Elementary

County	San Diego
District	San Ysidro Elementary List of active district's schools
CDS Code	37 68379 0000000
District Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 Google Map 
Mailing Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617
Phone Number	(619) 428-4476
Fax Number	(619) 428-9355
Email	Information Not Available
Web Address	www.sysdschools.org 
Superintendent	Dr. Gina Potter Superintendent (619) 428-4476 Ext. 3021 gina.potter@sysdschools.org
Chief Business Official	Marilyn Adrianzen Chief Business Official (619) 428-4476 Ext. 3004 marilyn.adrianzen@sysdschools.org
Status	Active
District Type	Elementary School District
Low Grade	P
High Grade	8
NCES/Federal District ID	0635220
CDS Coordinator (Contact for Data Updates)	Cynthia Monreal González (619) 428-4476 Request Data Update(s)
Last Updated	July 31, 2018

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's [Accreditation and Quality Assurance](#)  web page.



Questions: CDS Administration | cdsadmin@cde.ca.gov | 916-327-4014
Private School Data | privateschools@cde.ca.gov | 916-319-0317

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM FOR FY 2020-2022

BACKGROUND INFORMATION:

The San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE) has amended their County Agreement No. 20210390 for fiscal years 2020-2022. SDQPI received a Tier 5 from the California Quality Rating and Improvement System (QRIS) for having a high quality preschool program.

SDCOE will increase the funding for agencies operating a Tier 4 or Tier 5 California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites continuing SDQPI participation.

RECOMMENDATION:

Approve Amendment No. 2 to the San Diego County Superintendent of Schools agreement for the San Diego Quality Preschool Initiative Program for fiscal years 2020-2022 which increases the CSPP Quality Block Grant to \$81,889.83.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

REVENUE
\$81,889.83
(Amount)

Preschool & Child Development
(SDQPI CSPP Quality Block Grant)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AMENDMENT #2 TO AGREEMENT
No. 20210390**

This Amendment to Agreement (this "**Amendment**") is dated as of October 29, 2021 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Provider are parties to County Agreement No. 20210390 dated July 2, 2020. Subsequently the Agreement was amended on October 16, 2020. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Amend item 4. Compensation and Reimbursement to read as follows:

SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation.

The SDCOE will compensate Provider a total of EIGHTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-NINE AND 83/100 DOLLARS (\$81,889.83). Provider shall invoice for the full amount after this amendment is fully executed, and no later than April 15, 2022. All payments are made based upon a net 60 basis from receipt and approval of submitted invoice. All sums received by Provider shall not exceed the amount allocated.

Exhibit "E", CSPP Quality Site Block Grant Fiscal Requirements and related attachments shall be incorporated by reference to the Agreement by and through this amendment.

- Revise Exhibit "A": Scope of Work, as attached.
- Revise Exhibit "A" – Attachment 2: Learn Well Stipend, as attached.
- Revise Exhibit "B" – Attachment 1: Parent Consent Forms, as attached.
- Revise Exhibit "E": CSPP Quality Site Block Grant Fiscal Requirements, as attached.
- Revise Exhibit "E" – Attachment 1 to include 2021-22 CSPP Quality Site Block Grant Funding, as attached.

- Revise Exhibit “E” – Attachment 2: Reporting Template, as attached.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

SAN YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Marilyn Adrianzen

Name (Type or Print)

Chief Business Official

Title

November 19, 2021

Date

Board approved: 11-18-21

**San Diego County Superintendent of Schools
 Agreement with San Ysidro School District
 for SDQPI Provider Services
 Exhibit “A”: Scope of Work**

A. SCOPE OF WORK

SDQPI leverages funding from First 5 San Diego and the Quality Counts California (QCC) Local Consortia and Partnership Grants which includes funding from California Department of Education, specific to CSPP-funded sites, First 5 California IMPACT and CDE-managed federal Preschool Development Grant. The focus of SDQPI is to connect and enhance ELC systems and supports as San Diego Quality Preschool Initiative (SDQPI), to ensure our county’s youngest children are safe, healthy, and ready to succeed in school and in life. Our goal is to increase families’ access to services and support that enable children to thrive. The San Diego QCC Consortium’s efforts to enhance systems align with First 5 San Diego’s Strategic Plan for 2015-2020 and use QCC as the unifying umbrella to support more efficient and targeted use of federal, state and local investments to improve quality in early learning and care settings. The San Diego QCC Consortium’s guiding vision is that: [1] all children ages 0 through 5, and their families, have access to environments that provide healthy and enriched learning opportunities; [2] strengthen the responsiveness of adult-child interactions in ELC settings; and [3] efficiently connect child, family and program supports. Our local mixed delivery system increases access to quality ELC settings for those most in need and strengthens the facilitation of integrated systems of support.

Quality Counts California is the State’s Quality Rating and Improvement System (QRIS). The focus of the SDQPI work is on Improvement and on Rating. All quality improvement activities are aligned to the QCC Continuous Improvement Professional Development Pathways (QCC CI PD Pathways (<https://drive.google.com/drive/folders/1dGYJle-mezaXyGpmasqNrHRm1qGPjYLY>)). Quality Ratings are conducted in accordance to California Department of Education’s Quality Counts California Implementation Guide (**EXHIBIT “C”**). The QCC San Diego Consortium has added a section to this document, defining specific elements left for local consortia in each county to determine. SDCOE will implement a SDQPI participation, engagement, rating and maintenance process in collaboration with agency and site administrators through the following activities:

QUALITY IMPROVEMENT	
1	Implementation of a Multiple Tiered Systems of Supports approach for each participating site. The focus is on improving quality practices at the site and the process of developing a collaborative site assessment to determine baselines on current practices and the creation of a Site Quality Improvement Plan (QIP) with measurable goals This process will involve the use of QIP Planning Tool completed collaboratively between the site leader and the SDQPI coach and may also include prior quality rating data for sites, when available. The focus is provided in alignment with the 3 QCC CORE Areas of the QCC CI PD Pathways for every site, regardless of funding or setting type: Program and Environment (site leader practices and support systems for staff, children and families), Effective Adult-Child Interactions (teacher and session staff practices), and Child Development/School Readiness. All quality- building practices include components applicable to site leader and teacher practices, and to children’s learning

2	<p>Provider (Site Leader) and SDCOE coaching staff will review best practices in the Provider's program at the site, as aligned to the QCC CI PD Pathways, during the process of determining baselines, and for the development of the site QIP and quality improvement activities implementation plan. The review may include any/all of the following:</p> <ul style="list-style-type: none"> • Child Observation and Assessment (Implementing student observation/assessment tools, alignment of the tool to the California Department of Education tools and recommended for practices in early learning and care settings practices and use of the results to plan learning experiences) • Daily schedules and lesson plans for alignment to children's developmental and learning needs and documentation of learning activities individualized to each child's needs (School Readiness; Social-Emotional Development; Health, Nutrition and Physical Activity). • Review and use of information from Physician's Report (CCL form LIC701), including hearing and vision screening information. Implementing the use of developmental screening through the use of the Ages and Stages Questionnaire (ASQ), and/or other developmental screening tools; and use of developmental screening results to conduct referrals and develop interventions; • Provider protocols for communicating with SDCOE coaching staff as related to Community Care Licensing (CCL) visits or findings; • Effective Teacher-Child interactions and systems in place to support teachers/site staff in age-relevant (Infant-toddler/preschool) professional development • Staff qualifications and ratios • Indoor and outdoor environment • Program Administration practices (WFR-Admin Designee/Staff Enrollment) • Family Engagement • Existing Resources • Review Enrollment Procedures with Provider <p>Review of other practices and data may be included at the request of the site leader and in collaboration with the SDQPI coach.</p>
3	<p>SDQPI will provide coaching to the site leader and make available Professional Development (PD) trainings to all staff, in alignment with the site assessment of needs and Quality Improvement Plan (QIP). The "SDQPI On Boarding" for new sites, Professional Development sessions, Communities of Practice (CoP) and a variety of other professional development opportunities will be made available across the county and scheduled outside their work hours. Site-based quality improvement supports will be mutually developed between the site leader and the SDQPI coach with an emphasis on sustainable practices that involve the site leader in all teacher and session-level professional development and quality improvement supports. The process will focus on a Gradual Release of Responsibility (GRR) model through a process of "I Do" (modeling), "We Do", and "You Do" (with feedback from the coach) to ensure best practices engagement with support.</p>

QUALITY RATING & DATA COLLECTION	
1	<p>For sites to be rated during the program year, SDCOE will conduct on-site and web-based reviews to gather data and evidence for all quality elements in the QCC Quality Rating Matrix, which may be found in the QCC Implementation Guide (Exhibit “C”), and ensure the external review(s) are conducted by a team of calibrated and reliable assessors, per the QCC Rating Implementation Guide. The Provider shall make the site and session(s) available to the external reviewers and follow external review protocols, as communicated by SDCOE staff and/or external review team.</p> <p>Sites with existing valid ratings at Tiers 1, 2 or 3 will be re-rated every three years. Sites with existing valid Tier Ratings of 4 or 5 will be re-rated every 5 years. Rated sites will be monitored by SDCOE staff in-between rating periods to determine if the site has had changes that ‘trigger’ a re-rating before the three or five-year periods are due as per the QCC Implementation Guide (Exhibit “C”).</p>
2	<p>SDQPI staff will provide support to every site in the use of the California Workforce Registry by each workforce member at the site. Provider is responsible for completing and maintaining their online profile, for accuracy in staff aligning their personal profile to their work place (city/county), for completeness of their online profile, and for designating a CA Workforce Registry administrative designee.</p>
3	<p>SDQPI will provide training and technical assistance through “SDQPI On Boarding: Data Requirements” to providers on how to access and use web-based QRIS resources and the web-based data submission system, for data required by the state and local funding streams as detailed in the SDQPI Data Reporting Timeline (Exhibit “B”). Data submission is a requirement for continued participation.</p>

B. TIMELINES AND DELIVERABLES

Implementation/ Action Plan		
ACTION	TIMELINE	ENTITY RESPONSIBLE
A. Quality Participation, Engagement and Improvement		
Receive " <i>SDQPI On Boarding</i> " orientation for new providers to SDQPI	<i>Complete within 6-8 months upon contract execution</i>	SDQPI coach with Providers/Site Leader
Establish a registration process to collect specific child information as identified in the sample SDQPI registration form (Exhibit "A" – Attachment 1) to allow SDCOE to match SDQPI children as they transition into Kindergarten and to determine language of the child and language of the home.	Pre- entry or within 30 days of entry and ongoing as students enroll	Provider Site Leader
Provide resources: ASQ kits, ERS books, and CLASS manuals (as applicable for new programs).	<i>As needed based on program</i>	SDQPI staff
Create a plan for engagement in the "SDQPI On-Boarding" Process along with an informal assessment of the site and site staff's ability to engage in quality improvement activities (coaching and workshops frequency and length) within the expected QIP implementation period.	Start within 2 weeks of contract execution	New SDQPI coach with Providers/Site Leader
Provide regional professional development opportunities.	Ongoing	SDQPI
Create CA Workforce Registry with registry identification number/ administrative account for the site (https://caregistry.org/)	60 days after entry	Site Leader
Develop Site Quality Improvement Plan (QIP) using existing data (i.e. external reviews, past or informal tier ratings, DRDP 2015, etc.) and/or data from the initial site assessment. Goals must be measurable and evidence-based. The QIP must be accompanied by a parallel Professional Development Plan for site staff and coaching frequency and dosage for the site leader. The QIP is valid for 12 months from date of completion.	NEW SITES: Within 6-10 months of entering SDQPI or earlier, upon completion of site pre- assessment CONTINUING SITES: Within 6 months of entering SDQPI or earlier, upon completion of site pre- Assessment	SDQPI coaches with Provider Site Leader

Implement and document actions/improvements toward QIP.	Ongoing	Provider
Establish site leader coaching model. Frequency, duration, and schedule to support QIP, based on site needs and mutual agreement. a. For sites not yet quality tier rated or quality tier rated at Tier 3 or below, provider site leader will be available for regular coaching sessions;	During QIP finalization meeting and ongoing	SDQPI coaches with Provider agency administration/Site Leader The SDQPI coach documents QIP based coaching visits and/or coach logs
b. For sites rated at Tiers 4 and 5, Site leader will be available at minimum 2 times (or as needed) per year between the time the QIP is finalized and the annual QIP revision, 12 months from date of completion.		SDQPI monitoring visits, and SDCOE Staff uses Tier Maintenance Verification Excel for tier monitoring (as applicable)
Develop/establish a system to refer children/families to community-based resources (Community Information Exchange) as necessary based on developmental screening results and how to track referrals for children who demonstrated areas of concern.	Within 60 days after entry	Provider Site Leader with support from SDQPI
By email, inform the assigned SDQPI coach within 48 hours of any licensing violation received from a Community Care Licensing (CCL) site visit/review.	Ongoing	Provider
Incentives (materials for the site) may be provided to sites not yet rated, or rated at a Tier 3 or below (if funding is available).	Spring	SDQPI coaches and SDCOE
Complete pre-requirements for annual stipend funded by First 5 San Diego Learn Well Initiative (Exhibit “A” – Attachment 2) Complete affidavit for each staff directly providing services 75% or more of the school/program days since July 1st	February 1st- Full Year May 1st	Provider staff in the following roles: Site leader, teachers, assistants, data entry Site leaders
QCC Training Stipends, for site leaders and teachers, may be provided if funding is available	TBA	SDCOE provides the stipend Provider staff /Site Leader to submit application and meet all requirements

B. Quality Rating and Maintenance - Data

<p>As applicable for all provider sites: (a) create agency, site, and session setup in the data management system and, (b) maintain and complete all data entry and collection requirements as per SDQPI Data Reporting Timeline (Exhibit “B”) (c) complete verification of staff assignment/attendance form for stipend eligibility. Review communication from SDCOE Operations Team on a weekly basis.</p>	<p>Within 2 weeks of entry and no later than March 30 Ongoing as per timelines in SDQPI Data Reporting Timeline (Exhibit “B”)</p>	<p>Provider site leader and designated site data entry staff with support from SDCOE team and SDQPI coaches</p>
<p>As applicable for RATING and Rating Maintenance between Rating Cycles: maintain and complete all data entry and collection requirements to receive single site tier rating QCC Implementation Guide (Exhibit “C”).</p>	<p>Within 2 weeks of request from SDCOE timelines Timelines on SDQPI Data Reporting Timeline (Exhibit “B”)</p>	<p>SDCOE staff collects information/evidence for the Tier Rating and Tier Monitoring, as applicable electronically and during site visits</p>
<p>Collect child consent forms, model release forms and informed consent forms from parents of children in participating sessions upon enrollment. Enter data in the web-based system and retain releases for 7 years. Information Consent Packet Exhibit “B” – Attachment 1)</p>	<p>Within 2 weeks of entry, and at time of enrollment for any newly enrolled students.</p>	<p>Provider</p>
<p>Receive external reviews (ERS and CLASS), as applicable (if being rated) for sites going through rating. Classrooms selected for assessment are chosen as described in the QCC Implementation Guide.</p>	<p>Scheduled between September and May.</p>	<p>Provider and SDQPI Staff</p>
<p>Complete SDQPI surveys and participate in stakeholder groups designed to evaluate the effectiveness of SDQPI. (parent surveys, staff surveys, leader surveys and stakeholder groups)</p>	<p>TBD</p>	<p>SDQPI coaches will provide electronic links to Provider site leaders</p>

C. SITE PARTICIPATION, ENGAGEMENT, RATING and MAINTENANCE CYCLES

Per QCC Implementation Guide- 'Frequency of Site Rating', a site's rating of 1-3, will be valid for three or five years, for sites rated 4 or 5, from the time the overall site rating is assigned. SDCOE will monitor participating site between ratings, to assure they are continuing to meet the criteria for their level of rating.

SITE NAME*	RATING STATUS (Participation Only, Tier Rating in process, Tier Rating and date, Not in-Good-Standing & unable to rate)	RATING DATE
Ocean View Hills Preschool	5	06/30/2019
Smythe/CDC Preschool	5	06/30/2019
Sunset Preschool	5	06/30/2019

*Site Names and ratings to be verified upon receipt of the contract and copies of the site License for reach site.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit "A": Scope of Work
Attachment 2: Learn Well Stipend**

LEARN WELL STIPEND 2021-2022 Early Learning & Care Staff (ELC staff)

EARLY LEARNING & CARE (ELC) STAFF: IDENTIFIED SITE LEADER AND STAFF RESPONSIBLE FOR PROVIDING DIRECT SUPPORT TO A DESIGNATED GROUP OF CHILDREN DAILY AT A SITE (I.E., LEAD TEACHER, ASSISTANT TEACHER).

STIPEND INTENT

Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of additional time made to improve quality are compensated.

ELIGIBILITY CRITERIA

ALL ELC STAFF APPLYING FOR A STIPEND MUST:

1. Submit a "Learn Well Stipend Application" via electronic link (see *Completing Required Forms* section below) or hand delivered (schedule time to submit) on/or before February 1, 2022.
 - **Please Note:** Upon receipt of the "Learn Well Stipend Application" SDCOE will verify if participant is already on file from previous year stipend and if name and home address remained the same. Then:
 - IF participant is already in the payment system and an IRS W-9 is already on file with SDQPI and the home address submitted on the "Learn Well Stipend Application" and the previous year IRS W-9 are the same, **then an IRS W-9 will not be required.**
 - IF participant is not already in the payment system and an IRS W-9 is not on file (new applicant) or there was a home address or name change of the applicant and therefore the "Learn Well Stipend Application" does not match the information on the previous year IRS W-9, **then an IRS W-9 will be required.**
 - **If you are required to submit an IRS W-9 for any reason, Tamara Faranso will reach out to you directly via the email provided on the "Learn Well Stipend Application" with next steps for submitting it. IRS W-9 form must include a wet signature (no digital signature will be accepted) and your personal social security number.**
2. Submit an ECE Workforce Registry Membership Card Number on the "Learn Well Stipend Application". The name associated with the WFR account must match what is on the "Learn Well Stipend Application".
3. Be employed at a participating site with an active site-level Quality Improvement Plan (QIP) by February 1, 2022 and maintain employment for the duration of the session/site calendar.
4. Submit individual reflection on personal role in supporting site-level QIP to site leader between April 1 and April 15, 2022. Site Leader to provide reflections from site (inclusive of session staff, site leader, and data designee) to SDQPI coach by April 30, 2022.
5. Upload and enter personal place of work, personal education, permits and/or credentials, and ongoing professional development into the ECE WFR (at least 2 events, in 2 different months between June 1, 2021 and April 30, 2022). Ensure all ECE/CD records remain current and not expired.
6. Be the identified site leader (individual receiving SDQPI coaching) or be providing direct support with a designated group of children at an ELC site as approved/verified by site leader.
7. **NEW sites to SDQPI ONLY:** Site leader attendance and participation in "SDQPI On-Boarding" is required.

COMPLETING REQUIRED FORMS

SUBMISSION VIA ELECTRONIC LINK	SUBMISSION VIA IN PERSON HARD COPY
<ul style="list-style-type: none"> ○ Electronic link: https://forms.office.com/r/3azEfkD53S ○ Please note it is the responsibility of the participant to confirm receipt of application with Tamara Faranso if confirmation of receipt has not been received 3 weeks after electronic submission date. 	<ul style="list-style-type: none"> ○ Hard copies will only be accepted at designated locations and times (to be provided). ○ Participants will receive receipt upon turning in documents. No documents will be accepted unless it includes all required documents. ○ If an agency or site elects to submit all documents on behalf of their staff, all documents will be verified at drop off. Any incomplete documents will be returned, and it will be the responsibility of the staff to bring the documents back completed.

STIPEND CALCULATIONS

- All eligible ELC staff employed at a participating SDQPI site will receive a base stipend amount, regardless of rating status.
- To acknowledge the Site Leader's additional responsibility and time investment with the completion of the QIP Planning Tool, QIP creation and coaching, Work Force Registry admin, submittal of data designee name to data rep, SDQPI On-Boarding (if applicable), the identified Site Leader (1 per site, 1 per year) will receive an additional 20% on top of the base stipend amount.

LEARN WELL STIPEND 2021-2022 DATA DESIGNEE

DATA ENTRY DESIGNEE: INDIVIDUAL RESPONSIBLE FOR ALL DATA AT A PARTICIPATING SITE AND IS IDENTIFIED BY THE SITE LEADER AS THE POINT OF CONTACT FOR ALL SITE LEVEL DATA.

STIPEND INTENT

Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of the additional time made to improve quality are compensated.

ELIGIBILITY CRITERIA

ALL DATA DESIGNEE STAFF APPLYING FOR A STIPEND MUST:

1. Submit a "Learn Well Stipend Application" via electronic link (see *Completing Required Forms* section below) or hand delivered (schedule to be provided) on/or before February 1, 2022.
 - **Please Note:** Upon receipt of the "Learn Well Stipend Application" SDCOE will verify if participant is already on file from previous year stipend and if name and home address remained the same. Then:
 - IF participant is already in the payment system and an IRS W-9 is already on file with SDQPI and the home address submitted on the "Learn Well Stipend Application" and the previous year IRS W-9 are the same, **then an IRS W-9 will not be submitted.**
 - IF participant is not already in the payment system and an IRS W-9 is not on file (new applicant) or there was a home address or name change of the applicant and therefore the "Learn Well Stipend Application" does not match the information on the previous year IRS W-9, **then an IRS W-9 will be required.**
 - **If you are required to submit an IRS W-9 for any reason, Tamara Faranso will reach out to you directly via the email provided on the "Learn Well Stipend Application" with next steps for submitting an IRS W-9. IRS W-9 form must include a wet signature (no digital signature will be accepted) and personal social security number.**
2. Submit an ECE Workforce Registry Membership Card Number on the "Learn Well Stipend Application". The name associated with the WFR account must match that on the "Learn Well Stipend Application".
3. Be employed at a participating site by February 1, 2022 and maintain employment for the duration of the site calendar.
4. Be working under the guidance and supervision of the agency leader/administrator, if applicable, ensure that all Learn Well data requirements are completed accurately, in full, and submitted by the due date of each quarter:

Qtr 1: Due date of 09/30/2021	Qtr 2: Due date of 12/31/2021	Qtr 3: Due date of 03/31/2022	Qtr 4: Due date of 05/15/2022
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5. Submit individual reflection on personal role in supporting site-level QIP to site leader between April 1 and April 15, 2022.
6. Upload and enter personal place of work, personal education, permits and/or credentials into the ECE WFR.

Additional Information

- A partial year stipend may be received if all (4) quarters of data are not received in alignment with the quarterly due dates.
- Data Entry Designee stipend may be earned in addition to ELC staff stipend if the participant is serving in both roles as identified by the site leader. A single person may be assigned to enter data for various sites but only one data entry stipend is available per person.

COMPLETING REQUIRED FORMS

SUBMISSION VIA ELECTRONIC LINK	SUBMISSION VIA IN PERSON HARD COPY
<ul style="list-style-type: none"> ○ Electronic link: https://forms.office.com/r/3azEfkD53S ○ Please note it is the responsibility of the participant to confirm receipt of application with Tamara Faranso if confirmation of receipt has not been received 3 weeks after electronic submission date. 	<ul style="list-style-type: none"> ○ Hard copies will only be accepted at designated locations and times (to be provided). ○ Participants will receive receipt upon turning in documents. No documents will be accepted unless it includes all required documents. ○ If an agency or site elects to submit all documents on behalf of their staff, all documents will be verified at drop off. Any incomplete documents will be returned, and it will be the responsibility of the staff to bring the documents back completed.

STIPEND CALCULATIONS

- All eligible Data Entry Designees supporting a participating SDQPI site will receive a base stipend amount, regardless of rating status.
- All staff eligible for a "Partial Year Stipend" will receive 50% of what they would have received through the Full Year Stipend.

LEARN WELL STIPEND 2021-2022 PERSONAL TRACKING FORM

Tracking Form Use

The intent of this form is to assist staff in meeting all eligibility requirements to receive a Learn Well stipend. This form will not be turned in, rather it can be used to support adhering to timelines and requirements. For full stipend requirements please see "Stipend Document".

ELIGIBILITY TRACKING <u>ELC STAFF</u>	ELIGIBILITY TRACKING <u>ELC SITE LEADER</u>
<p><u>LEARN WELL STIPEND APPLICATION</u> I completed and submitted a Learn Well Stipend Application on/or before February 1, 2022.</p> <p>Date Application was submitted?</p>	<p>In additional to all ELC Staff Stipend eligibility requirements I must meet, I understand I am eligible for an additional stipend amount because as the site leader I have additional ongoing responsibilities through SDQPI:</p>
<p><u>W-9 FORM</u> IF APPLICABLE I completed and submitted my W-9 form on/or before February 1, 2022.</p> <p>Date W-9 form was submitted?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Submitted the name of data designee for my site to the SDQPI ops team <input type="checkbox"/> Reviewed SDQPI contract <input type="checkbox"/> Participation in coaching with my SDQPI coach <input type="checkbox"/> Completed the SDQPI QIP Planning tool with my SDQPI coach <input type="checkbox"/> Created a site-level QIP with my SDQPI coach <input type="checkbox"/> Ensured all staff at my site had access to SDQPI information inclusive of site-level QIP and their role in supporting the attainment of the goal, stipend documents, professional development offerings <input type="checkbox"/> Oversight/support of site level data as applicable <input type="checkbox"/> WFR accuracy for site staff and WFR administrator access as applicable <input type="checkbox"/> Site level reflection on supporting QIP attainment inclusive of reflections from session staff and data designee as applicable submitted to SDQPI coach via electronic link to be provided. <input type="checkbox"/> SDQPI On-boarding as applicable (New to SDQPI sites only)
<p><u>WORK FORCE REGISTRY</u> My WFR ID # is:</p> <p>I submitted my ECE Work Force Registry Membership Card Number on/or before February 1, 2022</p> <p>My WFR Account reflects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> My current work location <input type="checkbox"/> My up to date education <input type="checkbox"/> My current permits and/or credentials <input type="checkbox"/> That I work in San Diego County <input type="checkbox"/> My professional development that I attended throughout the year, from June 1st, 2021 to April 30th, 2022, in at least two different months during the program year. 	
<p><u>QUALITY IMPROVEMENT</u> My site's current site-level QIP is:</p> <p>My personal reflection on my role in supporting site-level QIP is:</p> <p>I completed and submitted my personal reflection on my role in supporting site level QIP between April 1 and April 30, 2022.</p> <p>Was personal reflection submitted via electronic survey link or via hard copy through the mail?</p> <p>Date personal reflection was submitted?</p> <p>Date personal reflection confirmation was received?</p>	<p><u>QUALITY IMPROVEMENT</u> My site's current site-level QIP is:</p> <p>My personal reflection on my role in supporting site-level QIP is:</p> <p>I completed and submitted my personal reflection on my role in supporting site level QIP between April 1 and April 30, 2022.</p> <p>Was personal reflection submitted via electronic survey link or via hard copy through the mail?</p> <p>Date personal reflection was submitted?</p> <p>Date personal reflection confirmation was received?</p>

LEARN WELL STIPEND 2021-2022 PERSONAL TRACKING FORM Continued

ELIGIBILITY TRACKING <u>DATA</u> DESIGNEE Part 1 of 2
<p><u>LEARN WELL STIPEND APPLICATION</u> I completed and submitted a Learn Well Stipend Application on/or before February 1, 2022.</p> <p>Date Application was submitted?</p>
<p><u>W-9 FORM</u> IF APPLICABLE I completed and submitted my W-9 form on/or before February 1, 2022.</p> <p>Date W-9 form was submitted?</p>
<p><u>WORK FORCE REGISTRY</u> My WFR ID # is:</p> <p>I submitted my ECE Work Force Registry Membership Card Number on/or before February 1, 2022. My WFR Account reflects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> My current work location <input type="checkbox"/> My up to date education <input type="checkbox"/> My current permits and/or credentials <input type="checkbox"/> That I work in San Diego County
<p><u>QUALITY IMPROVEMENT</u> My personal reflection on my role in supporting site-level Data is:</p> <p>I completed and submitted my personal reflection on my role in supporting site level Data between April 1 and April 30, 2022.</p> <p>Was personal reflection submitted via electronic survey link or via hard copy through the mail? Date personal reflection was submitted? Date personal reflection confirmation was received?</p>

ELIGIBILITY TRACKING <u>DATA</u> DESIGNEE Part 2 of 2				
<p><u>DATA SUBMISSION</u> I understand that to qualify for a full year stipend Q1-Q4 must be completed.</p> <p>I understand that if I do not submit all (4) quarters of data by the due date of each quarter I may be eligible for a partial year stipend.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Qtr. 1: Due date 09/30/21</td> <td style="padding: 2px;">Qtr. 2: Due date 12/31/21</td> </tr> <tr> <td style="padding: 2px;">Qtr. 3: Due date 03/31/22</td> <td style="padding: 2px;">Qtr. 4: Due date 05/15/22</td> </tr> </table>	Qtr. 1: Due date 09/30/21	Qtr. 2: Due date 12/31/21	Qtr. 3: Due date 03/31/22	Qtr. 4: Due date 05/15/22
Qtr. 1: Due date 09/30/21	Qtr. 2: Due date 12/31/21			
Qtr. 3: Due date 03/31/22	Qtr. 4: Due date 05/15/22			
<p><u>QUARTERLY DATA REQUIREMENTS</u> Quarter 1 (July 1 – September 30): I completed data entry to ensure all data fields listed as required in the SDQPI contract (EXHIBIT “B”) are complete and accurate in QRIS data system.</p> <p>Quarter 2 (October 1 – December 31): I completed data entry to ensure all data points listed above under Quarter 1 are maintained up-to-date, complete, and accurate in QRIS data system.</p> <p>Quarter 3 (January 1 – March 31): I completed data entry to ensure all data points listed above under Quarters 1 and 2 are maintained up-to-date, complete, and accurate in QRIS data system.</p> <p>Quarter 4 (April 1 – June 30): I completed data entry to ensure all data points listed above under Quarters 1, 2, and 3 are maintained as up-to-date, complete, and accurate in QRIS data system.</p>				

**San Diego County Superintendent of Schools
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for SDQPI Provider Services**

**Exhibit “B”: SDQPI Data Reporting Timelines
Attachment 1: Parent Consent Forms**

July 1, 2021

Dear Parent(s):

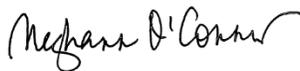
Your child's early learning and care provider/preschool participates in the San Diego Quality Preschool Initiative (SDQPI) to support high quality adult-child interactions and early learning and care environments. As a condition of the funding we receive to provide supports to your child's provider/preschool, we are required to report participation rates of children so California Department of Education, First 5 San Diego and First 5 California may evaluate our SDQPI program effectiveness. By signing the "Consent to Participate" forms (attached), you are authorizing your SDQPI provider/preschool to share your child's participation data with the San Diego County Office of Education (SDCOE), who operates SDQPI and is responsible to provide the data to our funders, for as long as your child participates in SDQPI. You may revoke this authorization for consent by written notice to SDCOE at San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111 or at <https://sdqpi.org/> "Contact" and fill out the requested fields.

Your child's individual information will never be released in these required reports nor released to the public or made available for public viewing. The San Diego County Office of Education (SDCOE) operates SDQPI, therefore SDCOE staff will need access to view and review certain data collected by your child's providers/preschool. One of the attached forms is specific to allow your child's individual data to be shared with SDCOE for data quality only. Data collected by SDCOE from your child's provider/preschool will only be in aggregate form. This means that it will be group data such as number of children who are of a certain age, certain gender or received a specific service like a developmental screening or special education at the early learning and care site. Your provider/preschool may also share directory information including your child's name, gender, date of birth, and dates of attendance. Your provider/preschool does not need parent consent in order to share this information, unless you have opted out of release of directory information.

Providing your consent at this time does not limit your ability to withdraw your consent in the future. If at any time after providing your consent, you choose to withdraw your consent to share your child's participation data with the SDCOE or First 5 San Diego, please contact your Quality Preschool Initiative provider/preschool for the requisite forms.

If you agree to allow your provider/preschool and SDCOE to include your child's data in the participation rate data reporting process, please sign the attached form(s) and return them to your SDQPI provider/preschool. If you do not agree, please draw a line through the attached form(s) and write "no" in the signature line and return to your SDQPI provider/preschool. If you should have any questions or concerns, please contact me, Meghann O'Connor at meghann.oconnor@sdcoe.net.

Sincerely,



Meghann O'Connor
Director
Early Education Programs and Services
San Diego County Office of Education



1 de julio, 2021

Estimado(s) padre(s) de familia:

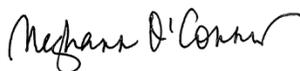
El proveedor de servicios de cuidado y educación temprana de su hijo/a participa en el programa de calidad en programas preescolares de San Diego que se conoce en Inglés por sus siglas, SDQPI (San Diego Quality Preschool Initiative). Este programa provee apoyos al personal para incrementar la calidad de las interacciones entre su hijo/a y los adultos que fomentan su desarrollo y también para incrementar el nivel de calidad del ambiente en el que se desarrolla y aprende su hijo. Los fondos que nos permite proporcionar este servicio al proveedor de cuidado /maestro de su hijo, el departamento de Educación de California, Primeros 5 San Diego y primeros 5 California, nos obligan a proporcionar ciertos datos acerca de los niños inscritos en el programa con el propósito de utilizar los datos para completar estudios sobre la efectividad de nuestros servicios a los proveedores. Las formas aquí adjuntas se le proporcionan para pedirle su “consentimiento” y permitir que el proveedor de servicios de cuidado y educación temprana de su hijo/a comparta estos datos con la Oficina de Educación del Condado de San Diego (SDCOE), quien implementa el programa de SDQPI. La Oficina de Educación del Condado de San Diego (SDCOE) tiene la responsabilidad de proveer los datos a las organizaciones aquí previamente nombradas, quienes proveen los fondos para el programa. Puede revocar esta autorización de consentimiento por medio de una notificación por escrito a La Oficina de Educación del Condado de San Diego (SDCOE), 6401 Linda Vista Road, San Diego, CA 92111 o por página web <https://sdqpi.org/> seleccione “contactar” y llene los campos solicitados.

El nombre y la información privada de su hijo(a) no se compartirá en ningún reporte, jamás será difundida públicamente ni estará accesible al público. La Oficina de Educación del Condado de San Diego (SDCOE) como entidad operativa de SDQPI necesitará revisar ciertos datos individuales de cada niño/a, recogidos por el proveedor de su hijo(a). Los datos recogidos serán formateados en forma agregada al incluirlos en los reportes. Esto quiere decir que los datos en los reportes y resúmenes, no son personales, son datos de grupo como lo son el número de niños de cierta edad o de cierto género en el aula de su hijo/a, cuantos niños han recibido evaluaciones de desarrollo o servicios de educación especial. Una de las formas aquí adjuntas es específicamente para que usted de su consentimiento para que el personal de SDCOE vea la información acerca de su hijo que recogió el proveedor con el propósito de crear y formatear los reportes de resumen de agregados que SDCOE necesita presentar a las agencias que financian SDQPI. El proveedor de servicios de cuidado y educación temprana de su hijo(a) también podrá compartir datos personales de su hijo que incluyen su nombre, sexo, fecha de nacimiento y fechas de asistencia. El preescolar de su hijo no necesita su autorización para compartir dicha información, a menos que usted haya optado porque no se disemine dicha información personal.

El dar su consentimiento ahora no limita su habilidad de retirar su consentimiento para participar en la evaluación de la investigación en un futuro. Si decide retirar su consentimiento después de haberlo dado, por favor contacte a su proveedor proveedor de servicios de cuidado y educación temprana para obtener las formas necesarias.

Si usted da su consentimiento para participar en el proceso de evaluación, por favor firme las formas adjuntas y entréguelas a su proveedor. Si no desea dar su consentimiento, por favor trace una línea en cada una de las formas adjuntas, escriba ‘no’ en la línea de la firma y entregue las formas a su proveedor de preescolar QPI. Si tiene alguna duda o inquietud, no dude en contactarme, meghann.oconnor@sdcoe.net.

Atentamente,



Meghann O'Connor
Director
Early Education Programs and Services
San Diego County Office of Education





AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM EARLY LEARNING AND CARE PROVIDERS

Completion of this document authorizes the disclosure and/or use student information between your child’s early learning and care provider, and the San Diego County Office of Education, as set forth below, consistent with California and Federal laws concerning the privacy of such information and use of non-identifiable student information for the purposes of program study and funding. If you consent to disclosure of information as described herein, please fill out, sign and return this form to:

_____.

USE AND DISCLOSURE INFORMATION RELATED TO:

Student Name: _____
Last First MI Date of Birth

I, the undersigned, do hereby authorize the above named student’s early learning and care provider, _____, to allow the San Diego County Office of Education to review my child’s records and confidential information for the purpose of verifying aggregate (group) data for my child’s early learning and care site, and for the San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to share aggregate information including all children at the early learning and care site, with First 5 San Diego, First 5 California and California Department of education for the purpose of program study and funding. No personally identifiable information will be shared.

Requested information shall be limited to the following aggregate information about the children enrolled at your child’s early learning and care site: ethnicity; primary language; number of children who received a developmental screening and number of children who have an IFSP or IEP

DURATIONS

This authorization shall become effective immediately and shall remain in effect for the period the child is enrolled in a SDQPI Program.

RESTRICTIONS ON RE-DISCLOSURE

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

YOUR RIGHTS

You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Signing this authorization may be required in order for this student to obtain appropriate/additional specialized support services in the educational setting.

Approval: _____
Printed Name Signature Date

Relationship to Student Area Code and Telephone Number



Model Release Form

STUDENT NAME (please print): _____

All my rights I may have or acquire in connection with my participation in the television, film, audiotape series, or any Web based or derivative work of projects for teachers by the First 5 San Diego Quality Preschool Initiative including but not limited to my rights to publicity, copyrights and/or other intellectual property rights, are hereby granted, worldwide, in perpetuity and for any use to the San Diego County Board of Education and the San Diego County Office of Education, San Diego, California, and its designees. I hereby waive the right to any fees or control of the aforementioned programs or any portion thereof, now or in the future and I grant full permission for the use of my name, likeness, performance and voice for the purpose of publicizing, advertising, promoting, or marketing the aforementioned teacher projects.

San Diego County Office of Education will have no obligation to use the material or to complete, distribute, or exhibit the production. I shall not have the right to approve or review any use of the material. I acknowledge that no consideration or compensation shall be payable in connection with the material. I understand and acknowledge that San Diego County Office of Education will use the material in full reliance on the above consent and release.

Student's Signature
Date

For Students who are Minors (under age 18):

I hereby represent and warrant that I am the parent or legal guardian of the Minor Student whose name is printed above, that I am of majority age and have the legal right to execute this consent and release on behalf of the Minor Student. I further represent and warrant that I have read the release, above, prior to its execution, that I am fully familiar with the contents thereof, and understand and agree to be bound by the terms, conditions and provisions thereof.

Parent/Guardian Signature
Print Name
Date

Address

School/Location
City
State

Permiso para Publicación

NOMBRE DEL ESTUDIANTE (letra de molde): _____

Todos los derechos que pudiera tener o adquirir en conexión con mi participación en la televisión, película, cinta audio, o cualquier proyecto por internet o derivado por los maestros de la Iniciativa de Preescolar de Calidad de Primeros 5 de San Diego, incluyendo pero no limitado a, mis derechos de publicidad, derechos reservados y/o otros derechos de propiedad intelectual, los cedo aquí presente, mundialmente, en perpetuidad y para cualquier uso de la Mesa Directiva de Educación del Condado de San Diego y de la Oficina de Educación del Condado de San Diego, San Diego, California, y sus designados. Yo por la presente cedo el derecho a cualquier cobro o control de los programas ya mencionados o cualquier porción del mismo, ahora o en el futuro yo doy permiso absoluto para el uso de mi nombre, imagen, actuación y voz para el propósito de publicación, distribución, promoción, ó comercialización de los proyectos de los maestros de los ya mencionados.

La Oficina de Educación del Condado de San Diego no tendrá la obligación de usar el material o de completarlo, distribuirlo, ó exhibirlo. Renuncio a cualquier derecho que yo tenga para inspeccionar el uso del material. Estoy consiente que ninguna consideración o compensación será otorgada en conexión con el material. Entiendo y estoy consiente que la Oficina de Educación del Condado de San Diego usara el material en completa dependencia del consentimiento y comunicado ya mencionado arriba.

Firma del Estudiante

Fecha

Para estudiantes menores de 18 años:

Yo represento y garantizo que soy el padre o tutor legal del estudiante menor del cual su nombre esta escrito arriba, que tengo la mayoría de edad y tengo el derecho legal de ejecutar este consentimiento y permiso a favor del menor. Además, aquí presente garantizo que he leído el permiso arriba antes de su ejecución, que estoy totalmente familiarizado con el contenido del mismo, y entiendo y estoy de acuerdo con los términos, condiciones y provisiones del mismo.

Firma del padre/tutor

Nombre en letra de molde

Fecha

Domicilio

Escuela

Ciudad

Estado



Information on the First 5 San Diego Program Evaluation

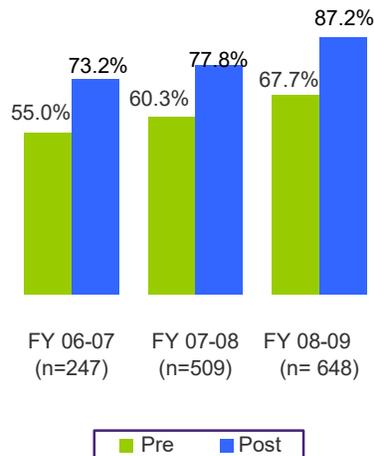
Evaluation Manager
 9655 Granite Ridge Drive, Suite 120
 San Diego, CA 92123
 (858) 285-7710

First 5 San Diego (First 5 SD) supports and pays for programs for young children and their families in San Diego County. These programs help children enter school healthy and ready to succeed. Data collected from programs will help First 5 SD learn which programs work best.

Data Available to First 5 SD. The organization providing services to you shares data with First 5 SD. For example, the data may be the ages and ethnicities of participants, the number of people served in each zip code or information about how groups of children and their parents are learning and improving.

Procedures. First 5 SD does not report on individual children or families as part of its evaluation. Your family data will be combined with data from others to show First 5 SD if families are helped by our programs. As an example, some First 5 SD programs help parents to read to their child. The report would look like this.

Parents Reading 3 or More Times a Week to Their Child



Questions. If you have any questions regarding the First 5 SD evaluation, you may call the Evaluation Manager at (858) 285-7710, or write to the above mailing address.

Voluntary Participation. You/your child receive First 5 SD services voluntarily and you can refuse services or stop participating at any time.

ACKNOWLEDGEMENT

I, _____ have received the First 5 San Diego Program Evaluation information sheet.

Name of Parent/Guardian (PLEASE PRINT)

Signature of Parent/Guardian

Date

Child(ren) under age 6 receiving services from:

Agency or Program Name

Child (1) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (1)

Child (2) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (2)

Child (3) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (3)

Child (4) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (4)

Child (5) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (5)

Child (6) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (6)



Información sobre la Evaluación del Programa First 5 San Diego

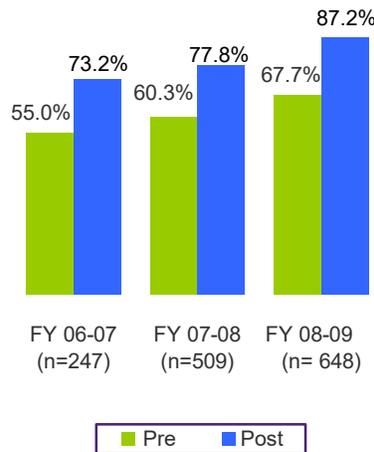
Evaluation Manager
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7710

First 5 San Diego (First 5 SD) apoya y paga por programas que ayudan a los niños del condado de San Diego. Estos programas contribuyen a que los niños entren a la escuela saludables y listos para triunfar. La información recopilada por parte de los programas ayudará a que First 5 SD identifique cuales programas funcionan mejor.

Información disponible a First 5 SD. La organización que le ofrece los servicios comparte datos con First 5 SD; por ejemplo, datos como la edad y el grupo étnico de los participantes, el número de personas que se atienden en cada código postal o información acerca de cómo grupos de niños y sus padres están aprendiendo y mejorando.

Procedimientos. First 5 SD no reporta de manera individual a niños o familias como parte de su evaluación. La información de su familia será combinada con datos de otras personas para mostrarle a First 5 SD si las familias son ayudadas por nuestros programas. Por ejemplo, algunos de los programas de First 5 SD ayudan a los padres a leerles a sus hijos. El reporte se presentaría de este modo:

Padres que les leen a sus hijos 3 o más veces por semana



Preguntas. Si usted tiene preguntas sobre la evaluación de First 5 SD, puede comunicarse con el Gerente de Evaluación al (858) 285-7710, o escribirle a la dirección que aparece en la parte superior de la hoja.

Participación voluntaria. Usted/su hijo recibe servicios de First 5 SD voluntariamente y puede rehusarlos y dejar de participar en cualquier momento.

Reconocimiento

Yo, _____ he recibido la hoja de información de la Evaluación del Programa First 5 San Diego.

Nombre del padre/tutor (FAVOR DE ESCRIBIR CON LETRA DE MOLDE)

Firma del padre/tutor

Fecha

Niño(s) menores de 6 años que reciben servicios de:

Nombre de la Agencia o Programa

Niño (1) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (1)

Niño (2) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (2)

Niño (3) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (3)

Niño (4) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (4)

Niño (5) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (5)

Niño (6) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (6)

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services
Exhibit “E”: CSPP Quality Site Block Grant Fiscal Requirements**

1. CSPP Quality Site Block Grant

The 2021-22 CSPP Quality Site Block Grant extends from July 1, 2021 through June 30, 2022. Funding is contingent on the site continuing to participate during the 2021-22 school year. The Quality Site Block Grant amount for FY 2021-22 has been determined based on child days of enrollment (cde’s) your agency earned in FY 2018-2019, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2021. Your funding calculation is attached as **Exhibit “E” – Attachment 1**.

2. Invoicing Requirements

Agencies shall submit a single invoice for payment of funds. Provider shall invoice for the full amount after this amendment is fully executed and no later than April 15, 2022. Provider shall submit an invoice via email to the SDCOE Budget Technician.

3. Reporting Requirements

Agencies shall submit an expenditure report with a summary of expenses on the template included in **Exhibit “E”– Attachment 2**, unless a different reporting method is required by CDE. Provider will be notified in advance of the due date, once SDCOE receives notification from CDE.

Provider is responsible for completing budget reporting requirements to SDCOE and/or CDE as determined by CDE.

Funds may be used for improvements at the site as determined by CDE Fiscal Services guidance documents. For additional guidance on fiscal reporting requirements, please refer to the *Child Development Attendance & Fiscal Reporting & Reimbursement Procedures* document also known as “Greenbook” on CDE’s website and California Department of Education Annual Year-End Reporting reminders for Executive Directors of Child Care and Development Programs.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 1: 2021-22 CSPP Quality Site Block Grant**

— SAN DIEGO —
QUALITY
 PRESCHOOL INITIATIVE

2021-22 CSPP Quality Site Block Grant for San Ysidro School District

Based on the number of child days of enrollment (cde's) your agency earned in FY 2018-2019, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2021 from the sites listed below, your preliminary CSPP Quality Site Block Grant amount is calculated as follows:

	Percentage of sites at each Tier level	Total Dollar Amount based on the % of cde's at each tier level
QCC Tier 5:	100.00%	\$81,889.83
QCC Tier 4:	0.00%	\$ 0.00
QCC Tier 3 or below, or not yet rated:	0.00%	\$0.00
Total CSPP Quality Site Block Grant Amount		\$81,889.83

CSPP sites receiving a Quality Site Block Grant:

- Ocean View Hills Preschool 5
- Smythe/CDC Preschool 5
- Sunset Preschool 5

The Quality Site Block Grant amounts for fiscal year 2021-22 above are final.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 2: Reporting Template**

NAME of Contractor

E-MAIL TO sylvia.munoz@sdcoe.net

Considering the CSPP Quality Site Block Grant received, please indicate how much was spent in the corresponding categories.

Amount spent from
July 1, 2021 - June 30, 2022

1000 Certified Salaries

Increase in salaries

Release Time/Substitutes

Paid Pre-Service Day(s)

Professional Development/coursework reimbursement

Additional staff to reduce adult: child ratios

Additional staff to cover time for PLC/completing ASQs or other assessments

Other:

Subtotal

\$ -

2000 Classified Salaries

Paid Pre-Service Day(s)

Other:

Subtotal

\$ -

3000 Benefits

Other:

Subtotal

\$ -

4000 Supplies

Other:

Subtotal

\$ -

5000 Travel/Equipment/Contractual

Travel

Equipment

Workshop conference/registration fee

Incentives/Teacher stipends

Contracted/Purchased Professional Development Services

Other:

Subtotal

\$ -

Other Spending Categories not mentioned (please specify):

Indirect Cost

Other:

Unspent amount as of June 30, 2021 (Transfer to Reserve per CDE guidelines)

Subtotal

\$ -

Grand Total

\$ -



**Amendment for SDQPI Provider Services
CSPP Providers**

Items to return to SDCOE

- Scanned signed amendment (pages 1-2)
- Copy of Provider’s current child care license(s) for the site(s) listed on Exhibit “A”
- 21-22 Site calendar(s). Agency calendar only if all sites are on the same calendar.
- Insurance Liability Certificate naming **San Diego County Superintendent of Schools** as an additional insured with the following:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

- Workers’ Compensation certificate of insurance

Please return the items listed above to Sylvia Munoz, Budget Technician, at sylvia.munoz@sdcoe.net

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
La Mirada Elementary School
Laura English, Principal

Informational
 Action

AGENDA ITEM: SANDY HOOK GRANT AWARD

BACKGROUND INFORMATION:

The Save Club at La Mirada Elementary has been chosen to receive the Sandy Hook Promise - SAVE Promise Club Sustainability Management Support grant award of \$500.00. Sandy Hook Promise received many applications and judges had a tough time deciding who should receive these important materials and funds. The club is dedicated to implementing and sustaining the *Start With Hello* and *Say Something* programs, and seeing safer schools and communities as a result of the club's efforts.

RECOMMENDATION:

Accept the grant award from the Sandy Hook Promise Organization in the amount of \$500.00 for the La Mirada Elementary School's Save/Inclusivity Promise Club.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

REVENUE
\$500.00
(Amount)

Sandy Hook Promise Grant
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

----- Forwarded message -----

sandyhookpromise.org>

Date: Wed, Oct 20, 2021 at 8:04 AM

Subject: Your club has been approved for \$500!

We are very pleased to inform you the SAVE Club at La Mirada Elementary - San Ysidro, CA has been chosen to receive a Sandy Hook Promise SAVE Promise Club Sustainability Management Support fund! We received many applications and our judges had tough decisions in deciding who should receive these important materials and funds. We know that you and your club will be dedicated to implementing and sustaining the *Start With Hello* and *Say Something* programs, and seeing safer schools and communities as a result of your club's efforts.

To complete the process and receive your funds and materials, you will need to ask your school's accounting department for:

- A signed W-9 form (you will upload in Agreement)
- The recipient and mailing location for the payment

Complete Sustainability Management Support Agreement

<https://sandyhookpromise.tfaforms.net/4844570?xr44=a2U3m000002Y2PF>

As indicated in your application, you are also expected to participate in the upcoming Sustainability Management Support webinar:

- Date of webinar: **10/6/2021**
- Webinar registration link: <https://sandyhookpromise.tfaforms.net/4844504&xr44=a4g3m000000FxR7>

Feel free to reach out if you have questions. We look forward to working with you this school year. Thank you for being an important part of the SAVE Promise Club family!

Best regards,

Carleen Wray
SAVE Promise Club Manager
Sandy Hook Promise

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 18, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

Informational
 Action

AGENDA ITEM: AWARD OF RFP AND APPROVE AGREEMENT WITH TOM SILVA CONSULTING FOR BOND PROJECT MANAGEMENT

BACKGROUND INFORMATION:

On July 29, 2021, the District published a Request for Proposals (RFP) for a Bond Project Manager. Two companies responded to the RFP. The District would like to award the RFP to Tom Silva Consulting to be the Bond Project Manager to oversee certain bond projects under Measures T & U. Tom Silva Consulting is currently the consultant assisting the District with other projects such as the New Generator for the District.

The Bond Projects include:

- Beyer Project
- CDC Project
- and other projects as needed

RECOMMENDATION:

Award the Request for Proposal and approve the agreement with Tom Silva Consulting to provide services as the Bond Project Manager to oversee Measures T & U bond projects.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Hourly Rate

(Amount)

Various Funding Sources

(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 19th day of November 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Tom Silva Consulting
Company/Consultant

(619) 261-8233
Telephone Number

4254 View Place, San Diego, CA 92115
Address

N/A
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: November 19, 2021 To: June 30, 2024

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

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2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit B** 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 30 days and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign 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

SAN YSIDRO SCHOOL DISTRICT

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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:

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.

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.

Workers’ Compensation (Employer’s Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

District waives _____

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 _____

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 _____

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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.

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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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

(2) All such materials and data shall be provided to the District, or such other agency or 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.

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(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.

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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:	Tom Silva Consulting	
Name:	Thomas Silva	
Title:	Independent Consultant	
Address:	4254 View Place	
City/State/Zip Code:	San Diego, CA 92115	
Telephone:	(619) 261-8233	
Email:	Thomasjerome.ts@gmail.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 x3003	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

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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

Tom Silva Consulting

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/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 _____

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EXHIBIT A

SCOPE OF WORK

Please refer to the attached Request for Proposal (RFP) for the Bond Project Manager.

REQUEST FOR PROPOSALS
For
BOND PROJECT MANAGER
For the
SAN YSIDRO SCHOOL DISTRICT

Request for Proposals Issued: July 29, 2021

Deadline for Submittal of Proposals: August 13, 2021

**Bond Project Manager
Measure T&U**

SUBMITTALS: One (1) Original and two (2) copies must be received on or **before 2:00 PM., August 13, 2021**

ADDRESSED TO: **Marilyn Adrianzen**
Chief Business Official

MAILING ADDRESS: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

RFQ/RFP SUBMITTAL: Mark envelope: "**Proposal: Bond Project Manager**"

Proposals shall be submitted in sealed packages with the name of the entity submitting the Proposal, clearly marked on the front. Submission of the proposal by facsimile or e-mail is unacceptable. The respondent is entirely responsible for delivering the Proposal to the aforementioned office, on time. **Late Proposals will not be accepted.**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
RETURNED UNOPENED TO THE PROPOSER.**

INQUIRIES: Questions or clarifications for the Request for Proposal documents can be directed in writing via email to:

Marilyn Adrianzen, Chief Business Official - marilyn.adrianzen@sysdschools.org
San Ysidro School District

All questions are due on or before 4:00 p.m., August 6, 2021.

**REQUEST FOR PROPOSALS
FOR
BOND PROJECT MANAGER**

1. BACKGROUND AND DESCRIPTION

The San Ysidro School District (“District”) serves a diverse community along the southern border in the City of San Diego, with a student population of approximately 5,066 in 8 schools including 5 (Five) elementary schools, 2 (Two) middle schools, and 1 (One) Child Development Center.).

The District has a number of aging schools, the oldest of which was built in 1971. Although some of the schools have been recently modernized, the average age of the District’s school buildings is 30 years old, an age in which school buildings require significant upgrades such as learning environment improvements or building systems major maintenance and/or replacement. In some cases, older buildings, especially portables may require replacement. Accordingly, the District is evaluating its options for financing such construction and modernization work through its Proposition 39 General Obligation Bond Measures.

On March 3, 2020, the voters of the District authorized Measure T and Measure U under the Proposition 39 statutes. Measure T (\$52,985,000) and Measure U (\$55,500,000) authorized the issuance of \$108,485,000 million in General Obligation Bonds (the “Bonds”) will replace the previously unissued Proposition C bonds. The Bonds were issued pursuant to the provisions of Chapter 2 of Part 10 of Division 1 of Title 1 of the Education Code of the State of California (Act) and pursuant to resolutions adopted by the Governing Board of the District on April 16, 2020, and were reviewed by the BOC on April 30, 2020.

2. PROJECT DESCRIPTION

a. Project Background/Description

Measure T and U funding must be spent on projects listed in the bond language attached hereto as Exhibit A. The Bond lists specific projects on the District’s campuses that may be undertaken by the District.

b. Purpose of RFQ/RFP

The District is seeking proposals from highly qualified and experienced firms/entities to provide professional bond programs, project, and construction management, and other consultant services in support of the Measure T and Measure U bond program (“Program”). The District anticipates the need for all of these services and intends to contract with a single entity for the full scope of services. However, the District reserves the right to contract for services in whatever manner best serves the needs of the District, including the right to request the selected firm(s) to provide additional services not identified in this Request for Qualifications/Proposals (“RFQ/RFP”).

c. Fee Estimate Range

Proposer must submit a fee proposal in a separate, sealed envelope. The fee proposal shall include hourly rates. A professional services agreement detailing a final scope of work and not-to-exceed fee shall be negotiated with the successful Proposer.

d. Term

The initial term of the contract will be for three years with an additional one-year option to renew, should the District, at its sole discretion, offer the option to renew.

3. SCOPE OF REQUIRED SERVICES

Bond Project Manager services may include, but are not limited to, the following activities as needed by the District on Bond Program projects:

- a. Provide an assessment of current information and documentation (i.e.: site surveys, soils reports, previous site construction) and facilitate the creation of any information required.
- b. Facilitate planning/programming workshops with District staff to determine program needs, creating at a minimum a full building program and/or educational specifications.
- c. Coordinate with all District consultants including, but not limited to, legal, finance, and the San Diego County Office of Education.
- d. Provide comprehensive analysis on the various project delivery methods available in order for the District to decide which implementation method best meets their needs.
- e. Determine all costs associated with the project; maintain and create a final budget.
- f. Create a comprehensive project-phasing schedule including Pre-Design, Schematic Design, Design Development, Construction Documents, Agency Review, Bidding, and Construction.
- g. Facilitate District staff, community workshops, and meetings as required throughout the entirety of the project.
- h. Facilitate the creation, negotiation, and execution of all contracts. Facilitate the request for qualification (RFQ) proposals and commensurate selection process for the hiring of architects, engineers, inspectors, and other consultants as needed.
- i. Facilitate periodic presentations by the architect of the schematic design and design development phases to the District staff and Board.
- j. Review and process all invoices and payment requests of the design consultants.
- k. Review all design and construction documents, including specifications and product/material submissions, for consistency with District program needs.
- l. Facilitate any and all processes, such as constructability reviews and reconciled cost estimates, required to assure adherence to the District's program needs, budget, and schedule.

- m. Represent the District during any agency reviews, including processing all fees.
- n. Coordinate with the architect during the Bidding Phase, including advertising for bid, issuance of bid documents, review of bids, and subsequent selection of the contractor.
- o. Facilitate the creation of all contracts with the general contractor and/or any other contractors as appropriate.
- p. Represent the District during the construction phase, review the construction schedule, and process all contractor payments, submittals, change orders, etc.
- q. Coordinate and facilitate with the architect and contractor at the conclusion of construction to assure the project is successfully closed out completely with any and all agencies.

4. PROPOSAL REQUIREMENTS

a. General

Each proposal shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer's entity. The description shall show that the entity possesses the demonstrated skills and professional experience to perform the general functions of the Program and fulfill the goals and vision of the District. Proposals shall demonstrate the Proposer's ability to develop and implement a creative approach to program management for the District.

Should a successful partnership develop between the selected Proposer and the District, the District, at its sole option, may renew its professional services agreement with the Proposer for additional years (not to exceed one (1) additional year).

b. Contents

1) Executive Summary

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions required in this RFQ/RFP.

2) Identification of the Proposer

- a. Legal name and address of the entity.
- b. The legal form of entity (corporation, partnership, etc.).
- c. Address, phone number, facsimile number, email address, website address, direct email address, of the person(s) that will be primarily responsible for providing services for this Proposal and for scheduling an in-person interview if the Proposer is selected for one.
- d. California Business License Number.

3) List of Litigation History

Provide litigation history for any claims filed by your entity or against your entity related to the provision of program or project or construction management services in the last five (5) years.

4) List of Personnel.

Provide biographies or resumes demonstrating the experience and qualifications of the key personnel who would be working with the District.

5) Proposed Method to Accomplish the Work

In a narrative format, describe the proposed technical and management approach to partnership with the District. The proposer should take into account the scope of the Program, goals of the District, and general functions required. Include a draft of the first-year schedule of tasks, services, milestones, and deliverables that will provide for timely completion of the upcoming bond projects most cost-effectively.

6) Firm Qualifications.

This section shall include a response to Section 4(c) of this RFQ/RFP.

7) Financial Statement.

The Proposer's latest audited financial statement and/or annual report.

8) Insurance Verification Letter.

A letter from Proposer's insurance company indicating its ability to provide the insurance in accordance with the policies and limits set forth herein.

c. Experience and Technical Competence

Respondent shall submit a narrative demonstrating its qualifications, experience, and technical competence required, as set forth below.

Additionally, Respondent shall include five (5) references demonstrating Respondent's experience and competence in the items listed below.

Respondents must be licensed business entities that are able to designate a qualified individual within the business entity for these services. Minimum demonstrated leadership and management experience shall include the following:

- Demonstrated experience in providing services for similar size and scope K-12 projects.
- Demonstrated leadership experience working with The San Diego County Office of Education; The Office of Public School Construction, within the Department of General Services; The School Facilities Planning Division of the California Department of Education; The Department of Toxic Substances Control, within the California Environmental Protection Agency; The Division of the State, within the Department of General Services; The State Allocation Board and similar regulatory agencies in a design or construction management capacity.

- Demonstrated leadership experience working within a K-12 enterprise or comparable environment and providing a design or construction management capacity.
- Demonstrated leadership experience managing architects, engineers, and other design professionals.
- Demonstrated leadership experience in construction management, construction administration or other related construction activities.
- A minimum of 10 years working as a Project Manager in a design and construction administration project management capacity.
- Demonstrated experience in working with and securing LEED-certified projects.
- Demonstrated leadership experience in the development and application of critical path construction scheduling.
- Demonstrated understanding and experience with the development of, coordination, and plan review of design and construction drawings.
- Demonstrated detailed understanding of the construction of building components such as structural, mechanical, electrical, plumbing, life-safety, telecommunication, and other building systems.
- Demonstrated detailed understanding of planning, design, construction administration, construction closeout, and building commissioning phases of project development.
- Demonstrated leadership experience, detailed working knowledge of California Code of Regulations, Title 24, model building codes, and collaborating with agencies as necessary to secure building permits, final inspections, project acceptance, and Certificates of Occupancy.
- Demonstrated leadership experience in working within an integrated collaborative environment (architect, owner, and contractor).
- Demonstrated leadership ability to bring various stakeholders together to develop collaborative solutions to both construction and design-related issues.
- Demonstrated familiarity and resourcefulness with current software resource applications and technologies including, Excel, Word, Microsoft Project, internet-based project management tools, 3d CAD programs (Revit), clashing software (Navis Works), Building Information Modeling (BIM), and tablet-based coordination programs (Vela).
- Demonstrated leadership experience in developing, managing, and tracking complex financial needs of the project (Cost Proposals, Field Orders, Change Orders, Potential Change Orders, Budget Contingency, etc.).

d. Insurance

The selected Proposer will be required to provide insurance as itemized below:

Comprehensive General Liability Insurance
with a combined single limit per occurrence
of not less than \$2,000,000

Project Specific Aggregate (for this project only) \$3,000,000

The insurance shall be considered primary coverage and any other insurance shall be excess coverage thereof. Such insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. The selected firm(s) shall be responsible for any and all uninsured losses. All insurance shall be provided at the sole cost and expense of the contracted individual unless the requirement is modified or waived by the District.

Professional Liability Insurance \$1,000,000/\$2,000,000

5. QUESTIONS CONCERNING RFQ/RFP

a. All questions, interpretations, or clarifications, either administrative or technical, must be requested in writing directed to:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4353 Otay Mesa Road
San Ysidro, CA 92173
Marilyn.adrianzen@sysdschools.org
phone: (619) 428-4476, ext. 3004

b. All written questions will be answered in writing and conveyed to all entities on the Proposers list. Oral statements regarding this RFQ/RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 9 of this RFQ/RFP (the Schedule of Events).

6. SUBMITTAL REQUIREMENTS

a. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ/RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, promotional materials, etc., are not desired. However, technical literature that supports the Program approach and work plan should be forwarded as part of the Proposal. Emphasis should be concentrated on the completeness, approach to the work, and clarity of the proposal.

b. Format

The Proposal shall not exceed 15 pages and be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

c. Date, Time, and Place of Submission

The Proposal must be received **no later than 2:00 p.m. on August 13, 2021**, at the office of:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4353 Otay Mesa Road
San Ysidro, CA 92173

Submission of proposals by facsimile or email is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered insufficient time to avoid disqualification for lateness due to difficulties in delivery.

Modifications of proposals received after the deadline specified herein will not be considered. A proposal may be withdrawn after its submission by a written request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modifications offered in any other manner will not be considered.

d. Number of Copies

One original and two copies of the proposal shall be submitted to the District contact person identified in Section 7.c.

e. Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

- a. Name of Proposer
- b. Name of Proposal
- c. Sealed Cost Estimate (in a separate, sealed envelope)

7. EVALUATION AND AWARD OF CONTRACT

a. Responsiveness to RFQ/RFP

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFQ/RFP. Proposers are required to follow the format of the RFQ/RFP in order to facilitate District review.

b. Evaluation and Award of Contract

It is the District's intent to select an entity best evidencing demonstrated competence and professional qualification to perform the described services and meet the goals outlined in Exhibit B. The District reserves the right to reject all proposals, select by proposal review only, or interview as needed. Certain entities may be selected to make a brief presentation and oral

interview after which a final selection will be made. The Bond Program Manager will be selected on the basis of information provided in the RFQ/RFP, in-person presentations, and/or the results of the District's research and investigation. Upon selection of an entity, the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected entity. In the event that the District is unable to reach an agreement, the District will proceed, at its sole discretion, to negotiate with the next entity selected by the District. The District reserves the right to contract for services in the manner that most benefits the District, including awarding more than one contract if desired.

8. SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a Bond Project Manager:

<u>Action</u>	<u>Date</u>	<u>Time</u>
Public Notice		
Last Day to Submit Questions for Clarification		
Clarifications Issued by District		
Deadline for Receipt of Proposals		
Final Selection		
Governing Board Approval		

Changes to any of the above-referenced dates, up to and including the deadline for receipt of proposals, will be issued via an addendum to this RFQ/RFP. All dates subsequent to that date are estimated and subject to change without notice. The District reserves the right to revise these dates and times as needed in its sole discretion.

9. GENERAL PROVISIONS

a. Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services

b. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in the rejection of all proposals submitted by the Proposer.

c. Reservations

The District reserves the right to cancel this RFQ/RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation, or other marketing costs associated with this RFQ/RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFQ/RFP documents or excuse the Proposer from compliance with the other provisions of this RFQ/RFP.

d. Disposition of Proposals

Proposals become the property of the District and will not be returned. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

e. Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract

Exhibit A

BALLOT MEASURE TEXT

Exhibit B

BOND PROJECT MANAGER SELECTION GOALS

Does the Bond Project Manager have the ability to:

- 1) Form a successful Bond Project Manager – District Partnership
- 2) Blend Bond Project Manager delegated authority to act on behalf of the District with the District's responsibility to comply with a variety of laws and regulations.
- 3) Ensure successful completion of the bond projects within scope, within budget, and on schedule.
- 4) Coordinate and cooperate with existing consultants.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT B

FEE SCHEDULE

1. A multi-year bond improvement program that includes a wide range of projects requires a base hourly rate fee as well as a sliding scale fee schedule. In accordance Tom Silva Consulting's response to the RFP the hourly rate of \$175.00 will apply, with a 2% annual increase, and compensation for specific projects will have the following fee schedule applied to them.
 - \$3,000 minimum or up to 6% of Project Value for projects less than \$50,000
 - 19% of Project Value for projects between \$50,001 to \$150,000
 - 17% of Project Value for projects between \$150,001 and \$1,000,000
 - 10% of Project Value for projects above \$1,000,000

Project Value is equal to the total contract value of the architects, engineers, and construction contract values on a project. The bond project manager will manage the activities during the duration of the project.

2. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
 - Reimbursable Expenses at cost plus 3%. Reimbursables shall include, but not be limited to, copies, blueprints, legal ads for bidding, etc.
3. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Reimbursable expenses as noted in paragraph 2 above.