San Ysidro School District
Governing Board

AGENDA

Thursday
February 13, 2020
5:00 p.m.

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

Sunset School
Auditorium
3825 Sunset Lane
San Ysidro

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 23, 2020
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, January 23, 2020 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **La Mirada School - Auditorium, 222 Avenida De La Madrid, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:10 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mr. Humberto Gurmilan, Board President
Mr. Antonio Martinez, Board Vice-President
Mr Rudy Lopez, Board Clerk
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member – *Left at 8:00 p.m.*

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

Motion: Martinez Second: I. Lopez Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
There were no public comments.

Vice-President Martinez made the motion to recess to Closed Session, seconded by Clerk R. Lopez. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:11 p.m. in accordance with section 54954.5 regarding:

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

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Noriega v. San Ysidro School District;
Case Number: 37-2017-00045786-CU-PO-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

5.5 GOVERNMENT CODE SECTION 54957 (Farkas)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.6 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Farkas)
Agency Negotiators: David Farkas, 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.

The Board had nothing to report from Closed Session.

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

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

8. FLAG SALUTE by Jasline Eliana, Willow School Student

Moment of Silence for Elizabeth Aguilar and Jean A. Romero

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)
9.1 San Ysidro Middle School Spelling Bee Champion, Alexis Jansuy - Presenter Manuela Colom
9.2 Katherine Ordaz and the Willow School Dance Group - Presenter Manuela Colom
9.3 Dashboard Celebration of La Mirada - Presenter Manuela Colom

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 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.

Silvia Rodriguez, Parent, Commented: 1) Shared concerns about an incident with her daughter at school. 2) Also, her son had an incident with another student at recess. 3) Asked the Board to pay attention to safety. 4) Staff needs training on how to handle these types of situations.

Zenaida Rosario, Teacher, Commented: 1) She probably had one of the best staff developments on wellness ever after the holidays. 2) When teachers return from the holidays and have new training and testing in a few weeks, it gets overwhelming. Our students probably feel the same way. The presentation helping teachers take care of themselves, makes a better impact when teachers are in the classroom. 3) We need to find ways to alleviate the stress that is going on in the classroom with so many students. We have experts in the District that can train and help at different schools.

Olga Espinoza, Parent, Commented: 1) Asked the Board to change the start times for middle school students. 2) Students have a long walk to get to school and will continue to be late. They also pick up their siblings and wait for them at the schools and can get in trouble. Changing the starting time will benefit everyone. 3) Shared concerns about her son not being permitted to go inside La Mirada School to pick his brother. 4) Mentioned that student pictures on the child nutrition van should be changed because the students are no longer in the District.

Olga Espinoza, Parent, Commented: 1) Asked the Board to put a sidewalk by the District Office so the city can put a cross walk and stop signs for SYMS and the District Office.

Darryl Olszewski, Community Member, Commented: 1) Shared concerns about losing funding for the Pathways Program. 2) During budget constraints, teachers and staff are essential to teach and educate our students. Asked the Board to start from the top and work down. 3) Discussed concerns about student behaviors at school. Students should be treated fairly and not fear coming to school.

David Flores, S.D. Air Pollution Control Dist. Advisory Committee, Commented: 1) It's important to adopt the Zero-Emission Resolution. 2) Thanked the District for being a partner in the air monitoring study and commended Board Members Lopez and Martinez for participating for two years. Thanked the District for allowing the air quality study to continue. 3) The Air District is doing work at Barrio Logan and the Logan Heights neighborhood. Border communities are next. 4) Invited the Board to a meeting with the Metropolitan Transit System on Feb.1, 2020, regarding a ballot proposal for future investments that don't include San Ysidro. Casa Familiar will oppose any ballot measure that does not include fixing things in San Ysidro. 5) Invited the Board to Living Rooms Development Project ribbon cutting ceremony on February 18, 2020.

Alejandro Amador, Casa Familiar, Commented: 1) Supports the Zero-Emission Resolution. 2) Casa Familiar is working to understand the impact of air pollution in our community and to research strategies to mitigate the air pollution.

Fernanda Rios, CSEA President, Commented: 1) Shared concerns about the proposed budget reduction plan not including management. CSEA worked hard last year with the District and feels they've given a huge portion. 2) CSEA will work with the administration on a plan that is fair for classified. 3) Mentioned that most of the classified members have students in the District and they will also be affected by cuts.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Vice-President Martinez, Commented: 1) Thanked Principal English and staff for hosting the Board Meeting. 2) Believes we are one of the first school districts to approve a resolution committing to an electric school bus working with Sandy Naranjo of Mothers Out Front and IBEW 569. Thanked Mr. Azevedo for helping create the resolution. 3) He is proud that the District collaborated with Casa Familiar and put air monitors at the schools. We are committed to fight climate change. 4) It's a historic day for San Ysidro.

Member Pallasigue, Commented: 1) Thanked the community members that spoke. 2) The Board is committed to listen and work together. 3) As a parent, she values and appreciates what CSEA and SYEA members do. 4) Hopes everyone had a great new year.

Member I. Lopez, Commented: 1) Wished everyone a happy new year. 2) Mentioned that we need to listen to our community and work together to resolve the problems. 3) Casa Familiar has always been part of our community. They offer arts and theatre for kids. 4) We need to bring the arts and dancing programs back for our students. 5) We should focus on the elementaries because that's where the problems

begin.

Clerk R. Lopez, Commented: 1) We are working on the budget and will have two budget community forums. 2) The Board will go to Sacramento to lobby for full and fair funding. 3) Hopes that everyone learns to trust the Board and the new administration.

President Gurmilan, Commented: 1) Wished everyone a happy 2020. 2) Thanked staff for hosting the Board Meeting. 3) He's excited about the academic accomplishments of La Mirada School. 4) Attended the Equity Conference and learned a lot. 5) We need to listen to students. They are facing many challenges that affect them in school. 6) He is going to Sacramento to represent San Ysidro School District students and to share everyone's concerns.

Superintendent Potter, Commented: 1) Thanked La Mirada School for hosting the Board Meeting. 2) Congratulated La Mirada staff for having double digit increases in math and language arts and the highest gains for English Language Learners district-wide. 3) Thanked Sandy Naranjo of Mothers Out Front for partnering with the San Ysidro School District. 4) Thanked Mrs. Espinoza for advocating for the students and the San Ysidro School District. Senate Bill 328 authorized a later school start time for middle and high schools in California. The District will send out a parent and staff survey. 5) Thanked Dr. Farkas for the wonderful staff development on wellness. 6) Thanked the Board for flying to Sacramento to be the voice for the children.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Update on San Ysidro Middle School Visioneering Committee and Safety Task Force 2019-20 - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom and Chief Business Official, Marilyn Adrianzen

Vice-President Martinez made a motion to move up item 13.14 before 12.2., seconded by Member I. Lopez. The vote was 4-0.

12.2 2018-19 Financial Audit Report - Chief Business Official, Marilyn Adrianzen and Wilkinson Hadley King & Company Representative, Mike Mears

12.3 Governor's Proposed Budget and Budget Reduction Plan 2020-21 - Chief Business Official, Marilyn Adrianzen

12.4 Sexual Health Education Curriculum - South Bay Community Services

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Organizational Meeting of December 19, 2019.

Motion: Martinez Second: I. Lopez Vote: 4-0

13.2 ANNUAL & FIVE YEAR REPORTABLE FEES REPORT FOR 2018-19 (Adrianzen)

The Board approved the 2018-19 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001. *A representative from KeyAnalytics was available to answer any questions on this item.*

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

13.3 2018-19 AUDIT REPORT (Adrianzen)

The Board approved the 2018-19 Annual Financial Audit Report. *A representative from Wilkinson, Hadley, King & Co., LLP was available to answer any questions on this item.*

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

13.4 BUDGET REDUCTION PLAN 2020-21 (Adrianzen)
The Board approved the Budget Reduction Plan for 2020-21 which the District is required to submit to the San Diego County Office of Education. The District filed a Qualified Budget Certification at First Interim; therefore, a Budget Reduction Plan must be approved by the Second Interim Report.

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

13.5 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES (Potter)
The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations – 0000 series.

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

13.6 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES – 1000 SERIES (Potter/Colom)
The Board approved the second reading and adoption of revised Board Policies - 1000 series.

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

13.7 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES (Adrianzen)
The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations – 3000 series (Business and Noninstructional Operations).

Motion: Martinez Second: I. Lopez Vote: 4-0

13.8 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 4000 SERIES (Farkas)
The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations – 4000 series.

Motion: Gurmilan Second: Martinez Vote: 4-0

13.9 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES (Colom)
The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations – 5000 series.

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

13.10 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES (Colom)
The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations – 6000 series.

Motion: Gurmilan Second: Martinez Vote: 4-0

13.11 SECOND READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 7000 SERIES (Adrianzen)
The Board approved the second reading and adoption of revised Board Policy and Administrative Regulation – 7000 series (Facilities).

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

13.12 SECOND READING AND ADOPTION OF NEW AND REVISED BOARD BYLAWS – 9000 SERIES (Potter)
The Board approved second reading and adoption of new and revised Board Bylaws and Exhibits - 9000 series.

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

13.13 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR RECLASSIFICATION (Farkas)
The Board approved Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for reclassification.

Motion: I. Lopez Second: Martinez Vote: 4-0

Public Comments regarding Item 13.14:

Sandy Naranjo, Mothers Out Front, Commented: 1) Supports the Zero-Emission Resolution. 2) Thanked the Board for their leadership. San Ysidro is making history. 3) Wants San Ysidro to be green.
Carmen Lopez, Mothers Out Front, Commented: 1) Supports the Zero-Emission Resolution. 2) The children and community deserve a healthy climate. 3) Thanked the Board for their leadership.
Micah Milrosky, IBEW 569, Commented: 1) Applauds the District and urged the Board to move forward in adopting the Zero-Emission Resolution.
Maria C. Villanueva, Mothers Out Front, Commented: 1) Supports the Zero-Emission Resolution. Children need clean air.
Lauren Lokey, Mothers Out Front, Commented: 1) Asked the Board to support the Zero-Emission Resolution.
Brenda Quizaman, Mothers Out Front, Commented: 1) She's been supporting to reinstate the bus routes for the Sweetwater Union High School District. 2) Supports Mothers Out Front and the Zero-Emission Resolution.

13.14 RESOLUTION NO. 19/20-0025 ESTABLISHING A ZERO-EMISSION SCHOOL TRANSPORTATION (Adrianzen/Azevedo) – *Moved up to follow Item 12.1.*
The Board adopted Resolution No. 19/20-0025.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.15 RESOLUTION NO. 19/20-0026 IN SUPPORT OF PROPOSITION 13: PUBLIC PRESCHOOL, K-12, AND COLLEGE AND SAFETY BOND ACT OF 2020 ASSEMBLY BILL 48 (O'DONNELL, GLAZER) (Adrianzen)
The Board adopted Resolution No. 19/20-0026.

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

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)
The Board approved the employment for the following as recommended by staff:

14A.1 Campus Aide
14A.2 Instructional Aide, Special Education
14A.3 Instructional Health Care Assistants
14A.4 Licensed Vocational Nurse
14A.5 Substitute Campus Aide
14A.6 Substitute Campus Security
14A.7 Substitute Clerk

JOB DESCRIPTION (Farkas)
The Board approved the revised job description for the following as recommended by staff:

14A.8 Lead Gardener

RESIGNATION (Farkas)
The Board approved/ratified the resignations for the following as recommended by staff:

14A.9 Administrative Clerk I
14A.10 Bus Driver
14A.11 Instructional Aide, Special Education

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)
The Board approved the employment for the following as recommended by staff:

14B.1 Intervention Support Teacher
14B.2 School Psychologist
14B.3 Substitute Teachers

RESIGNATION (Farkas)
The Board approved/ratified the resignation for the following as recommended by staff:

14B.4 SDC Teacher

14C. CURRICULUM & INSTRUCTION

14C.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2019-20 (Colom)
The Board approved the publication of the School Accountability Report Cards for our seven schools for the 2019-20 school year.

14C.2 ANNUAL ACCESS RENEWAL FROM RAPTOR TECHNOLOGIES, LCC FOR DISTRICTWIDE VISITOR MANAGEMENT SYSTEM (Colom/Lewis)
The Board approved the annual access renewal from Raptor Technologies, LCC for a Visitor Management System at the cost of $4,860.00 from the General Fund.

14C.3 PURCHASE OF TRANSLATION EQUIPMENT FROM LEXICON USA (Colom/Mata)
The Board approved the purchase of Translation Equipment from Lexicon USA at the total cost of $8,377.88 to be paid from Title I, Part A funds.

14C.4 PURCHASE OF DESIGNATED ENGLISH LANGUAGE DEVELOPMENT (ELD) INSTRUCTIONAL MATERIALS AND TRAINING PACKAGE FROM CENGAGE LEARNING (Colom)

The Board approved/ratified the purchase of Designated ELD instructional materials and training session from Cengage Learning for middle school English learner students at the cost of $20,390.76 from the Title II and III Funds.

14C.5 FIELD TRIP TO THE FLEET SCIENCE CENTER FOR STUDENTS AND FAMILIES TO PARTICIPATE IN THE HIGH TECH FAIR (Colom/Calleros)

The Board approved the participation of students and their families from San Ysidro Middle and Vista Del Mar Middle Schools at the High Tech Fair scheduled for February 6, 2020 at no direct cost to the District.

14C.6 DISTRICT PARTICIPATION IN DIFFERENTIATED ASSISTANCE FOR CALIFORNIA'S SYSTEM OF SUPPORT (Colom)

For information only.

14C.7 PURCHASE OF TRAINING PACKAGE FROM BENCHMARK EDUCATION FOR OCEAN VIEW HILLS SCHOOL (Colom/Carranza)

The Board approved/ratified the training package from Benchmark Education to provide two customized days of professional development for teachers at Ocean View Hills School at a total cost of $6,300.00 from Title I Funds.

14C.8 PROFESSIONAL DEVELOPMENT (Colom)

The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lupita Garcia, Dalia Gonzalez, Sylvia Robledo	San Diego School Counselor Con 2020	San Diego	March 9, 2020	$600.00	General Fund
Oscar Madera, Denise Villezcas, Rick Quintana, Kathleen Cordero, Karina Victorino	Mental Health in Schools Collaborative	SDCOE	April 17, 2020	$0	No Cost
Kathleen Cordero	2020 ADR Conference	Riverside, CA	March 16-17, 2020	$900.00	To be reimbursed by SELPA
Russell Little	International Multilingual Education Conference	Los Angeles	January 18, 2020	$150.00	General Fund
Lorena Varela-Reed, Nancy Serrano ---------- Ana Sepulveda Nunez, Audrey Valveken, Begonia Hidalgo,	17th Annual Early Years Conference 2020 ~ Integrating STEAM into the Early Childhood Education Setting	San Diego	March 6, 2020 -------- March 7, 2020	$4,250.00	QPI & CSPP Funds

Belinda Meza, Brianna Beltran, Cecilia Cruz, Charleen Lopez, Cristina Rivera-Ortiz, Cynthia Luna, Dulce Huerta, Ernestina Lopez, Esmeralda Morales, Eva Duarte, Eva Marquez Lario, Gladys Lopez, Graciela Calderon, Ilzeth Soler, Jazmin Aramburo, Jihan Garcia, Johana Serrano, Kayla Edgmon, Leticia Martinez de Garcia, Lydia Corona, Martha Gutierrez, Matilde Diaz, Meliza Rubio, Natalia Franco, Olivia Garcia, Ruth Gallegos, Sandra Ferguson, Sarely Lazo, Yahilyn Segura					
Maria Rodriguez, Maria Preciado	Restorative Practices – Alternatives To Suspension	Santa Ana, CA	February 10, 2020	$700.00	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Omar Calleros, Laura English, Maria Rodriguez, Luis Ramos, David Alkass, Marcos Mendoza	Differentiated Assistance Data Institute	San Diego	January 31, 2020	Mileage	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Omar Calleros, Laura English, Maria Rodriguez, Luis Ramos, David Alkass, Marcos Mendoza	Differentiated Assistance Root Cause Institute	San Diego	February 26, 2020	Mileage	General Fund

Marilyn Adrianzen, Amber Elliott, Pat Caro	CASBO 2020 Annual Conference	San Diego	February 17, 2020	$240.00 + Mileage	General Fund
Humberto Gurmilan, Pat Caro	Governor's Budget Workshop	SDCOE	January 21, 2020	$0	No Cost
Oscar Madera, Denise Villezcas, Rick Quintana, Kathleen Cordero,	Equity, Disproportionality & Design	SCREC	February 13, 2020	$0	No Cost
Oscar Madera, Rick Quintana,	Every Child Counts Symposium	Palm Desert, CA	February 5-7, 2020	$2,700.00 For Lodging +1,225.00 for Registration	SMAA Fund, Registration paid by SELPA
Maria Preciado	National Center for Urban School Transformation (NCUST) Site Visit	Brownsville, Texas	February 11-13, 2020	$0	No Cost

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period December 4, 2019 through January 10, 2020.

14D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of December 6, 2019 through January 13, 2020 for a total expenditure of $1,642,805.98.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $2,352.91 to help support and enrich our educational programs.

14D.4 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20 (Adrianzen)
The Board accepted the Report of William's Settlement related complaints for the second quarter from October 1, 2019 to December 31, 2019 of the 2019-20 school year for submission to the San Diego County Office of Education.

14D.5 RFQ AWARD AND AGREEMENT WITH WLC ARCHITECTS, INC. FOR MASTER FACILITIES PLANNING DESIGN SERVICES (Adrianzen/Azevedo)
The Board awarded the Request for Qualifications for the preparation of a Facilities Master Plan and approved the agreement with WLC Architects, Inc. to provide comprehensive master planning design services at a cost of $75,000.00 from the General fund.

14D.6 DISPOSAL OF OBSOLETE AND OUTDATED EQUIPMENT (Colom/Gillchrest)
The Board approved the disposal of obsolete and outdated equipment (health office equipment) as per Board Policy 3270 and California Education Code 17546.

14D.7 SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR IMPLEMENTATION AND SUSTAINABILITY OF DISTRICT-WIDE MULTI-TIERED SYSTEM OF SUPPORT (MTSS) (Colom)
The Board approved/ratified the 3-year service agreement with the San Diego County Superintendent of Schools for the implementation and sustainability of the District-wide Multi-Tiered System of Support (MTSS) for a total cost of $18,000.00 from the General fund.

14D.8 AGREEMENTS WITH PACIFIC LIFE INSURANCE COMPANY (Adrianzen)
The Board approved the Group Tax Sheltered 403(b) Annuity Contracts G-27713.03 and G-27713.51 with Pacific Life Insurance Company for the implementation of the District's Supplementary Retirement Plan.

Clerk R. Lopez made the motion to adjourn, seconded by Vice-President Martinez. The vote was 4-0.

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

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 23, 2020
4:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, January 23, 2020 at 4:00 p.m., and conducted its business meeting at **La Mirada School - Auditorium, 222 Avenida De La Madrid, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 4:00 p.m.

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

3. FLAG SALUTE by Humberto Gurmilan, Board President

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

Motion: R. Lopez Second: I. Lopez Vote: Unanimous

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEM
There were no public comments.

Vice-President Martinez made the motion to recess to Closed Session, seconded by Member Pallasigue. The vote was unanimous.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:02 p.m. in accordance with section 54954.5 regarding:

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

6.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Noriega v. San Ysidro School District;
Case Number: 37-2017-00045786-CU-PO-CTL

6.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

6.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

RECONVENED into OPEN SESSION at 5:09 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Vice-President Martinez made the motion to adjourn, seconded by Member Pallasigue. The vote was unanimous.

7. ADJOURNMENT Time: 5:09 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 16, 2020
4:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, January 16, 2020 at 4:00 p.m., and conducted its business meeting at **San Ysidro School District - Education Center Board Room - 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 4:00 p.m.

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

3. FLAG SALUTE by Humberto Gurmilan, Board President

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

Motion: R. Lopez Second: Martinez Vote: Unanimous

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
There were no public comments.

Vice-President Martinez made the motion to recess to Closed Session, seconded by Member I. Lopez. The vote was unanimous.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:01 p.m. in accordance with section 54954.5 regarding:

6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

RECONVENED into OPEN SESSION at 5:21 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Vice-President Martinez made the motion to adjourn, seconded by Member I. Lopez. The vote was unanimous.

7. ADJOURNMENT Time: 5:21 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: February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 DISCUSSION - SUPERINTENDENT, MANAGEMENT AND CONFIDENTIAL FURLOUGH DAYS DISCUSSION

BACKGROUND INFORMATION:
In light of the District's current financial situation, it is necessary that the District put in place a budget reduction plan to reduce its overall budget by $2.5 million – $3.0 million. As part of the budget reduction plan, the Superintendent is recommending that the district implement furloughs for Management and Confidential employees for the 2020-2021 school year.

RECOMMENDATION:
Discussion and possible action to authorize District staff to prepare resolutions to implement furlough days for the Superintendent, Cabinet, Management, and Confidential employees as part of the Budget Reduction Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: 2020 CSBA DELEGATE ASSEMBLY ELECTION

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

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

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has 9 vacancies. Attached you will find material regarding elections of representatives from Region 17 to the 2020 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022.

RECOMMENDATION:
Election of the following representatives to the 2020 CSBA Delegate Assembly (9 vacancies):
Barbara Avalos (National SD)*, Maria Betancourt-Castaneda (National SD), Stacy Carlson (San Marcos USD), Brian Clapper (National SD)*, Maria Dalla (National SD), Eleanor Evans (Oceanside USD)*, Katherine Fitzpatrick (Del Mar Union SD), Humberto Gurmilan (San Ysidro SD), Eric Joyce (Oceanside USD), Claudine Jones (Carlsbad USD)*, Gee Wah Mok (Del Mar Union SD), Tamara Otero (Cajon Valley SD), Elva Salinas (Grossmont Union HSD)*, Marla Strich (Encinitas Union ESD)* and Cipriano Vargas (Vista USD)*.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Superintendent's Office Certification:

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

CORRECTED OFFICIAL 2020 DELEGATE
ASSEMBLY BALLOT REGION 17
(San Diego County)

(Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

- ☐ Barbara Avalos (National SD)*
- ☐ Maria Betancourt-Castaneda (National SD)
- ☐ Stacy Carlson (San Marcos USD)
- ☐ Brian Clapper (National SD)*
- ☐ Maria Dalla (National SD)
- ☐ Eleanor Evans (Oceanside USD)*
- ☐ Katherine Fitzpatrick (Del Mar Union SD)
- ☐ Humberto Gurmilan (San Ysidro SD)
- ☐ Eric Joyce (Oceanside USD)
- ☐ Claudine Jones (Carlsbad USD)*
- ☐ Gee Wah Mok (Del Mar Union SD)
- ☐ Tamara Otero (Cajon Valley Union SD)
- ☐ Elva Salinas (Grossmont Union HSD)*
- ☐ Marla Strich (Encinitas Union ESD)*
- ☐ Cipriano Vargas (Vista USD)*

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District *Date of Board Action*

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

COPY

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California School Boards Association

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

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

Signature: Barbara Avalos ***Date:*** 1/2/2020

Name: Barbara Avalos CSBA Region & subregion #: 17

District or COE: National School District Years on board: 11

Profession: Pre Need Counselor Contact Number (please √ [x] Cell [ ] Home [ ] Bus.): 619-550-6856

*Primary E-mail: barbaraava@hotmail.com

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [x] Yes [ ] No | If yes, year you became Delegate: 7 years

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

In my 11 years as a member of the Governing Board, I have been involved in the selection committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have attended many functions representing the District and Governing Board in the community as well as having attended program assemblies, open houses, and parent nights at each of the school sites. Furthermore, I have visited each classroom in the District each year I have been a Governing Board member. I have completed the Masters in Governance Program and have attended the annual conferences in which I have strengthened my abilities and understanding as a member of the Governing Board. I have been involved in several committees throughout the community (health care, immigration, NALEO, etc.). I have served on the committee for the City area plan, which includes affordable housing. I also serve on the Board of Directors for the San Diego Organization Project (SDOP). With the SDOP I worked to remove hazardous auto/body shops that were dangerously close to schools.

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

I am our Governing Board's liaison to the Delegate Assembly, where I have assisted several times on the validation committee for the Golden Bell Award. I have participated as Principal for a Day for the Sweetwater Union High School District. As Board Clerk, I represented our District on the South County Region Committee with the challenge of developing a common calendar. As Board President I worked with our community on the passing of a local bond to help with upgrading our schools. With the passing of the bond, our District was able to, on a very short timeline, complete electrical and technology upgrades as well as install air conditioning at several of our sites, with the completion of the remaining four schools in the summer of 2016. I have been involved in the development of our Strategic Plan as well as in the Local Control Accountability Plan. When re-elected, I shall continue to serve the diverse population of this region as well as the State that advocates for this region.

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

There are three major challenges facing school boars in California. Fist the volatile funding mechanism that the State has in place for schools where we have good funding years and bad funding years. School boards are forced to make difficult decisions during tough economic times that often negatively impact students in the classroom. The second issue relates to the lack of statewide funding and support for the building and maintenance of school buildings. Over the past few years, the total cost and support for these types of initiatives have been solely placed on the local communities. This is a major issue, especially in low income communities where school districts are less able to raise the money than school districts in more affluent communities. The third issue relates to testing and accountability and the need to have clear and fair accountability systems in place that support and encourage maximum student achievement in the State. CSBA can act as a voice for change and as an advocate for districts.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

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California School Boards Association

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

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

Signature: Maria Betancourt-Castañeda ***Date:*** 1/7/2020

Name: Maria Betancourt-Castañeda CSBA Region & subregion #: 17

District or COE: National School District Years on board: Five

Profession: Parent/Self Employed Contact Number (please √ [ ]Cell [ ]Home [X]Bus.): 619-495-8563

*Primary E-mail: mbcastaneda@nsd.us

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [ ]Yes [X]No | If yes, year you became Delegate: _____

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

As a board member, I believe my role is to empower and advocate for the students, staff, and parents that I serve. I feel honored to support the community where I also grew up. I am hard working, organized, reflective, and reliable; and believe that these are strong skills needed to be an effective delegate. My reputation is one who will provide a voice for all stakeholders, and one who is not afraid to ask difficult questions. I am proud of the growth that we have achieved at the local level since I have been on the Board, and would love to contribute at an even greater level as a Delegate for Region 17.

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

Serving as Board President for 2018, and Board Clerk for 2017, have provided me valuable leadership experience. I would characterize my involvement as an active Board member at meetings, visible at our school sites, and connected with the community. I am a CSBA Master's in Governance graduate, and regularly participate in CSBA workshops, Legislative Action Days, as well as the annual conference. In addition, I am an involved member of the National Association for Latino Elected Officials, and stay well connected with our local legislators. I've also held president and Board positions for the local youth football and cheer program, school PTO, and my neighborhood homeowners association.

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

The biggest challenge facing Governing Boards is securing fair funding from the State. Boards constantly have to balance expenditures for mandates and laws, with local initiatives and programs. Special education and pension increases are just two areas where the state needs to allocate adequate funding to meet mandates. Without fair funding, Boards are forced to find ways to cut programs in order to pay for these requirements. CSBA can continue to support local Boards with this effort by suggesting resolutions and policies, expanding the PACER program, facilitating Legislative Action Days, and supporting improved delegate communication throughout each region.

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

Signature: _____ ***Date:*** 12/19/20

Name: Stacy Carlson CSBA Region & subregion #: 17

District or COE: San Marcos Unified Years on board: 5

Profession: Business Owner/ Parent Contact Number (please √ ☐ Cell ☐ Home ☐ Bus.): 760-492-1883

*Primary E-mail: stacyncarlson@yahoo.com

(**Communications from CSBA will be sent to primary email)*

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

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

As a mother of a school aged child, I am strongly interested in protecting and improving public education in California. I am particularly interested in legislative processes and procedures and will be completing my Master's in Public Affairs from UC Berkeley in May. I enjoy bridging the gap between education and politics in order to help adults be better advocates for our kids.

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

In my 5 years on the board, I have been board president twice and participate in the annual CSBA legislative action day. I am passionate about issues of equity and inclusion and am committed to working to bridge the achievement gap. I am a classroom and community volunteer and was awarded the 2018 Spirit of the Community award for my work as a social justice advocate.

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

The biggest challenge governing boards face is the lack of adequate funding. In addition, Boards are also faced with challenges concerning student achievement and school facilities. I am very interested in working more with CSBA to leverage it's more than 5000 elected board members' voices to effectively advocate for better fiscal, educational, and facilities policy.

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

Signature: Brian Clapper ***Date:*** 12/9/19

Name: Brian Clapper

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: 8

Profession: Retired Contact Number (please ✓) ☒ Cell ☐ Home ☐ Bus.): 619-405-7217

*Primary E-mail: bclapper@nsd.us

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2014

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

I have enjoyed serving as a delegate for the past five years; and wish to continue serving in this leadership capacity. I believe I still have much work to do as a delegate, especially in relation to advocacy around Full and Fair Funding. As a Board member, I am extremely involved in my community and can bring a greater voice into our delegate discussions. I have a love for children and value the ability for all to receive an exceptional education. As a delegate, I am a strong advocate and believe that I can help bring about positive change through collaboration and teamwork.

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

I would describe myself as an extremely active Board member. I have served in all positions including President and Clerk. Each week I visit schools, both formally with the Superintendent as well as through staff invitations. I regularly attend CSBA's annual Legislative Action Day, and support Board efforts at both the State and local level. I make it a point to visit other Board meetings in my area; and participate in collaborative joint school board's meetings with other South County Boards. To compliment my work on the board, I serve as the Executive Director for the Chamber of Commerce as well as the First Vice District Governor for the Lion's 4L6. I am extremely proud of our signature One Sight Clinic and our Annual Spirit of the Holiday's Programs.

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

I believe that Full and Fair Funding is the biggest challenge currently facing governing boards. We need to continue to advocate at the State level through our collective voice as local boards and delegates. Having CSBA provide opportunities for delegate collaboration and open doors to legislators across the state is key in achieving our mission. If I am selected to continue in my role as delegate, I will wholeheartedly support these efforts.

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Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

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

Signature: Maria Dalla ***Date:*** 1/7/2020

Name: Maria Dalla CSBA Region & subregion #: 17

District or COE: National School District Years on board: Five

Profession: Retired Contact Number (please √ [X] Cell [ ] Home [ ] Bus.): 619-318-4031

*Primary E-mail: mdalla@nsd.us

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [ ] Yes [X] No | If yes, year you became Delegate: _____

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

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I believe that I am a strong communicator, and would be well-suited to provide two-way communication between the Delegate Assembly and local board members. I am ready to fulfill a critical governance role within the Association as a delegate.

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

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. Now in my sixth year as a school board member, I continue to invest a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district. I have served both as president and clerk of my local Board; and regularly participate in district functions. Each year I engage in CSBA's Annual Education Conference as well as Legislative Action Day.

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

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered. CSBA can help governing boards by continuing to foster effective relationships with the Legislature, the Governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

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California School Boards Association

Delegate Assembly Biographical Sketch Form for 2020 election

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

Signature: Eleanor Evans ***Date:*** 12/18/2019

Name: Eleanor Evans CSBA Region & subregion #: 17

District or COE: Oceanside Unified School District Years on board: 3

Profession: School Board Member Contact Number (please √ ☑ Cell ☑ Home ☑ Bus.): 7605807208

*Primary E-mail: Eleanor.Evans@oside.us

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2017

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

High quality public education must be provided to all students. I will continue to advocate strongly for effective policies which protect education and promote your interest. My experiences are: elementary and secondary educator; College Adjunct Professor; Race/Human Relations Facilitator;State of California Commissioner for Common Core;Credentialing Proficiency Commission; school administrator; Teacher Corps Team Leader. Skills: collaborator, listener,problem-solver communicator, fund-raiser,organizer; Director for Youth Conservation Core; Master in Governance

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

Oceanside Unified School Board: President; Clerk of the Board; Superintendent Hiring; Ethnic Studies Committee;Prevented Teacher strike OUSD enroll in VEBA-budget reduced
National Education Association Delegate Representative Assembly; Resolutions-ByLaws Committee; San Diego Education Association Board of Directors; California Teachers Association State Council Rep:SOGI Committee organize first Conference,Ethnic Minority Affairs Committee; County of San Diego Urban League-developed Costco Center Market Stree;CSBA Delegate S.D.ByLaws Committee

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

Finance is the mother's milk in education and quality curriculum is the bread and butter for high quality public education which meets - no, exceeds the needs of ALL students regardles of zip code. FINANCE: Money in the budget for operating expenses,competitive salaries, step and column, benefits;update and construct facilities;school suppliesTK and full day kindergarten;enrichment summer school. CURRICULUM: overcrowded classrooms; bullying;Social and Emotional Learning; STEAM/STEM and bilengual teachers; Ethnic Studies; Career Tech Education;Special Education. CSBA's ADDRESS: BE MORE PROACTIVE

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2

Eleanor Evans
2217 Valley Road
Oceanside, California 92056

Cell #760.580.7208
Email Eleanor.Evans@oside.us

SUMMARY OF EXPERIENCES

Educator: Secondary, Elementary, Adult Education, and Higher Education; Curriculum Writer; Professional Writer and Research; Interpersonal and Inter-Group Facilitator for Adults; Media Relations; Secondary Administrator; Staff Developer; Union Organizer; Director, Forestry Conservation Upper Management; Elected Public Official

EDUCATION

San Diego State University
Bachelor of Arts, Social Science and Economics
Master of Science, Counseling Education
National Endowment for the Humanities (NEH) Fellow

COMMUNITY

County of San Diego Urban League Board of Director, Executive Committee, Chaired Committee to supervise design, finance and construct Gateway Industrial Parks (Costco and south Market Complex) Market Street, San Diego CA

ASSOCIATIONS

California School Board Association – Region 17, Delegate Assembly
California Teachers Association State Council Representative Assembly
San Diego Education Association Board of Directors
National Education Association Representative Assembly
National Education Association Resolutions and By-Laws Committee

AWARDS

North San Diego County National Association for the Advancement of Colored People (NSDC-NAACP) Life Time Achievement Award
California Teachers Association State Human Rights Award
California Teachers Association State Award "We Honor Our Own (WHO Award)"
San Diego County California Teachers Association local "We Honor Our Own WHO Award"
North County San Diego National Association for the Advancement of Colored People (NSDC-NAACP), Keynote Speaker for Martin Luther King Celebration 2015
National University Community Leadership
Who's Who of Black America
Who's Who of American Women

DISTRICT Appointed Delegate Assembly Biographical Sketch Form

DUE: Tuesday, January 7, 2020

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. E-mail: nominations@csba.org.

Your signature indicates your consent to serve as a Delegate.

Signature: _____ *Date:* 1/6/2020

Name: Katherine Fitzpatrick — CSBA Region & subregion #: 17

District or COE: Del Mar Union Elementary — Years on board: 1

Profession: Teacher/Counselor — Contact Number (please √ ☑ Cell ☐ Home ☐ Bus.): 858-525-1344

*Primary E-mail: kfitzpatrick@dmusd.org

(*Communications from CSBA will be sent to primary email)

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

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

I am passionate about education on all levels, from global to local, and within my own home, where I am a mother to three children, ages 4, 3, and 1. I believe in education's power to transform, enhance, and empower lives and would like to contribute my voice to the discussion on how schools can best access this potential. My husband and I are both teachers. I have taught in a variety of settings throughout both San Diego County and Mexico, which has expanded my worldview and understanding of student needs and best educational practices.

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

I am a member of the local Legislative Action Network to discuss educational policy and reform with local legislative representatives. I have attended two CSBA Educational Conferences and the 2019 Legislative Action Day in Sacramento. I participate in monthly school site visits and school bond planning community sessions. I am also a member of a regional school board book club that meets to discuss local trends, issues, and policy. Beginning this year, I plan to enroll and begin the Masters in Governance course series.

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

The biggest challenge I see that governing boards face is prioritizing and allocating limited resources while balancing the many and varied needs within the district. CSBA has a powerful voice across the state. School board members represent children, who are unable to vote, so we must act on their behalf and do our best to ensure they are receiving the highest quality education we can provide. CSBA can advocate for full and fair funding, along with policy reforms, that create more equity and expand educational opportunities for all students throughout California. CSBA has the ability to be a model for other states to follow.

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California School Boards Association

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

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

Signature: Humberto Gurmilan Jr. ***Date:*** 01-03-2020

Name: Humberto Gurmilan CSBA Region & subregion #: 17

District or COE: San Diego Years on board: 1

Profession: College Professor Contact Number (please √ ☐ Cell ☐ Home ☐ Bus.): (619) 250-2291

*Primary E-mail: humberto.gurmilan@sysdschools.org

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: ____

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

I would like to represent the nearly 4500 students and other members of our district and community so that their needs are met and we have the best opportunity to succeed. I believe there is a lack of representation at CSBA from our south San Diego region and I would like to provide that representation.

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

I have been on the SYSD governing board for the past year and have immersed myself in my role by actively participating in district events, engaging consistently with stakeholders and preparing myself through professional development in the form of Masters of Governance course, CSBA AEC and other resources.

I am the founder of the Gurmilan Fundation and actively participate in my community.

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

The biggest challenges we face are declining enrollment, higher pension costs and higher Special Education cots. These huge issues are impacting our districts ability to provide fair and equal opportunity to all students. Other areas that need significant attention include social services and behavioral support for students, homelessness and deteriorating facilities.

Humberto Gurmilan
(619) 250-2291 - hgurmilan@gmail.com
158 Blando Ct. San Ysidro, Ca. 92173
www.humbertogurmilan.com

Education

2008-2009 National University — San Diego, CA

- **M.A., Strategic Communication**
  - Developed comprehensive strategic marketing plan for a healthcare organization.
  - Conducted PR training for physicians at Sharp Healthcare.

2000-2003 San Diego State University — San Diego, CA

- **B.A., Communication**

Professional Involvement

Entravision Corp., XHAS Telemundo 33, Sports Producer/Anchor
2003-2017

- Oversee development and production of Spanish language segments for San Diego, Las Vegas and Palm Springs.
- Produce appealing and dynamic sports segments focused on increasing audience.
- Produce and cover local and international sporting events for live shots and post-produced materials.
- Manage department with two field photographers focused on newsgathering on both sides of the US/Mexico border.

San Ysidro School District Governing Board, President
2018-Present

- Fiscal and overall oversight of district's 60 million budget
- Collaboration with Superintendent
- Set vision and direction for district

Gurmilan Foundation, Director/Founder
11/2015-Present

- Founded the Gurmilan Foundation to help people with disabilities in underserved communities.
- Development of a strategic plan for the institution to help expand services and increase consumers.
- Day-to-day operation of administrative duties as well as programs in the community.

Teaching Experience

San Diego City College, Oral Communication Adjunct Lecturer *2011-Current*

- Planned and facilitated over 25 sections of COMS 103 Oral Communication.
- Developed Introduction to Broadcasting course – RTVF 149
- Blackboard and Canva training

Southwestern College, Adjunct Lecturer *2017-Current*

- 103 Oral Communication
- 151, 171 Journalism
- 200 Communication

Southern New Hampshire University, Online Adjunct Lecturer *2017-Current*

- 212 Intro to Public Speaking (Online course)
- 127 Intro to Communication
- 227 Public Relations

Awards

2016	NATAS PSW Emmy Award for Best Documentary, "Una Vez Más".
2014	"Inspirational Leader of the Year" Nominee, San Diego Latinos Making a Difference Awards
2013	"Southwestern College Sun Award of Achievement"
2012	"Remarkable Citizen" The Consulate General of Mexico in San Diego
2012	"No Limits Awards" Nominee for overcoming adversity.
2001	CCNMA La Pluma Award for best feature writing.
1997	Eagle Spirit Award of Achievement Sharp Healthcare

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Signature: Eric Joyce ***Date:*** 1-6-2020

Name: Eric Joyce CSBA Region & subregion #: 17

District or COE: Oceanside Unified School District Years on board: 1

Profession: Special Educator Contact Number (please √ [X] Cell [ ] Home [ ] Bus.): 804-647-4920

*Primary E-mail: eric.joyce@oside.us

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [ ] Yes [X] No | If yes, year you became Delegate: _____

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

The CSBA delegation leads the policy discussion among district leadership and I am interested in being a voice in that conversation because policy is the most direct expression of our moral impertatives. As an educator, parent and board member, I can bring forth multiple perspectives. One skill I think is valuable to this work is focused patience. We cannot solve all of the flaws in our education system at once, but we can put our resources to bear on leverage points within the system to create change.

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

On a local level, I work to be as connected to the community as I can. I attend local constituant meetings inculding NAACP, neighborhood associations and cultural events. Whenever possible, I report out on the district's progress, needs, and celebrations. We are working through many transitions in our community, so I am there to be an active community partner. I have also strived to develop relationships with other local officials to foster future collaborations on behalf of our students and families.

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

The biggest challenge facing governing boards is the erosion of public trust. This challenge manifests in a number of ways across diverse communities. In some areas, we find parents searching for private, charter and alternative schools due to a general distrust of community schools. We see this distrust in our traditionally underserved communities where we are combating the realities of our day and the echoes of yesterday's inequity.

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Signature: Claudine Jones ***Date:*** 11/11/19

Name: Claudine Jones

CSBA Region & subregion #: 17

District or COE: Carlsbad Unified School District

Years on board: 6 ys and 2 mos.

Profession: Board member

Contact Number (please √ ☐ Cell ☐ Home ☑ Bus.): 760-331-5001

*Primary E-mail: cjones@carlsbadusd.net

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☑ Yes ☐ No | If yes, year you became Delegate: 2014

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

I have served on Region 17's executive board since 2014 as the legislative representative and most recently, as the board secretary. I have collaborated on important issues such as, lowering energy rate hikes, addressing the reserve cap, and advocating for additional funding to address growing pension liabilities and special education costs. With your vote, I would like to continue working with the Delegate Assembly team in Region 17 to represent the interests of our students, staff, and families in San Diego County. I have completed CSBA's Masters in Governance; and, I completed CASBO's certification in school finance and management at the University of Southern California.

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

I am currently serving as the Clerk to the Board in Carlsbad Unified. I serve as the board representative on our district's audit committee, the California Association of Suburban School Districts, the School Services of California group, and the subcommittee on Community Choice Energy (CCE). I have served as a Golden Bell site validator for 3 years for CSBA. I am the secretary to the board of the San Diego County School Boards Association. In my community, I am the legislative representative for the Carlsbad High School PTSA. I am also the costume coordinator for the Carlsbad High School Choral Boosters.

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

I believe the biggest challenge facing boards will be the growing fiscal constraints that pension liabilities and the costs of special education will place on their budgets. Without any legislative plan in place to grow the base funding for LCFF, districts will continue facing difficult decisions of cutting the LCAP priorities their constituents want and core educational services. CSBA has a plan to help address the funding shortfall through a ballot measure being placed on the November 2020 ballot. There will be much work to do to educate voters about the measure so they know what their vote will mean to schools. CSBA must also continue to address the lack of commitment by the state and federal government to pay their fair share of the growing needs for special education.

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Signature: Gee Wah Mok *Date:* 1/7/2020

Name: Gee Wah Mok CSBA Region & subregion #: 17

District or COE: Del Mar Union School District Years on board: 1

Profession: Attorney Contact Number (please v ☑ Cell ☐ Home ☐ Bus.): (619) 767-8327

*Primary E-mail: gmok@dmusd.org

(**Communications from CSBA will be sent to primary email)*

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

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

I would like to become a Delegate because I am a strong advocate for public education. I have an interest in helping shape policy to strengthen California's educational system so that every student can have the highest quality education possible. By profession, I am an attorney with degrees from UC Berkeley and Cornell Law School and I have worked as a business litigator for a number of years. I offer an analytical and strategic way of thinking to solve problems, and an understanding of how to colloborate with numerous interests in order to reach larger goals.

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

I am newly appointed to my school board this past year. I serve as our board's clerk and as the representative to the North Coastal Consortium for Special Education. I came to the board after helping to lead my community's campaign efforts in passing our local school bond measure which secured $186 million that will be used in part to build a new school in my immediate neighborhood and rebuild another school in the district. I am also active as a volunteer in my son's kindergarten class and as a patient companion for hospice patients.

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

The major challenge I see facing local boards is the lack of resources and stable funding. California school districts need additional, dependable funding to provide the essential student services, modern facilities and breadth of educational programming needed for student success. As funding has fallen behind, student performance has suffered. CSBA can continue to advocate for the state government to invest in public education and to inform the public about the necessity of having full and fair funding of our public schools. CSBA can also continue to provide resources to member boards that can be disseminated into our local communities.

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Signature: Tamara Otero *Tamara Otero* ***Date:*** 12/12/19

Name: Tamara Otero

CSBA Region & subregion #: 17

District or COE: Cajon Valley Union School District

Years on board: 10

Profession: Business Owner Contact Number (please √ [ ] Cell [X] Home [ ] Bus.): 619-244-8138

*Primary E-mail: oterot@cajonvalley.net

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [X] Yes [ ] No | If yes, year you became Delegate: 2014

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

I have been a delegate for the last several years. I was the President of San Diego Co. School Boards Assoc. and Vice President of CSBA. I have spent time in Region 17 bringing districts together to collaborate on current issues. We have used our meetings as a place to share ideas, hear presentations, and problem solve. I am a team player.

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

I have been Board President on my local board for five years serving three different times. I have been intricately involved with legislation and worked to secure the CalNew grant for school districts with large refugee populations. I have spoken at multiple education conferences, presented multiple times at CSBA AEC, and continue to advocate for ALL students. I have attended Leg Action day for the last five years, and have my MIG Alumni pin. I am respected as a leader for education in my area.

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

Along with funding, the biggest challenges facing Boards is the challenge to meet student needs in world that is constantly changing. We must look at our current system of education and realize that it no longer fits in today's world. We need the funding to make changes necessary to become facilitators for students who we are preparing for the workplace of tomorrow. We need to let Sacramento know that adding more mandates is rapidly diminishing our already outdated funding base.

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TAMARA OTERO

Board President, Cajon Valley Union School District

Biography

CSBA Service

- Served as an elected Trustee for 10 years.
- Masters in Governance completed in 2013
- Served as President of CVUSD Board for 7 years
- Served as a Delegate to Region 17 for 6 years
- Currently serving second year as President of Region 17 SDCSBA
- Committee member of CSBA Annual Education Conference committee (2years)
- Committee Member of the Legislative Committee
- Committee Member of Policy and Platform Committee
- Committee Member Finance Committee
- Committee Member Board Development
- Attended Leg Action Day multiple times
- Presenter at CSBA AEC multiple times
- Met with Governor Newsom to talk about education funding
- Attended NSBA Advocacy Institute in Washington DC
- Attended NSBA AEC in Nashville and in Philadelphia
- Spent all of 2019 at Vice President of CSBA

School Board Service/Community Service

(past and present)

- Testified before the House Assembly Education Committee on funding for student refugees, which resulted in a $10 million set aside budget that is currently being awarded to Districts with a high refugee population through a grant process with the Dept. of Social Services.
- Co-Authored the book "From The Boardroom to The Classroom"
- Presenter at Digital Promise, League of Innovative Schools, Baltimore, MD
- Presenter at National Conference on Digital Convergence, Jacksonville, Fla
- Presenter at Learn It Education Conference in London 2019
- Hosted a workshop at TED Summit, Banff, Canada
- Attended TED Global, Geneva, Switzerland
- Licensed Co-Organizer of TEDx Kids at El Cajon for multiple years
- School Board Member of the Year for SD County 2017
- PTA President 4 terms for a total of 8 years.
- PTA Board Member (multiple positions) for 23 years
- Chair of San Diego - East County Host Town for the Special Olympics World Games
- Chair of the Citizens Oversight Committee for Bonds at CVUSD
- Led the charge for 1:1 Technology in our District
- Hosted hundreds of dignitaries in Education from around the world at CVUSD

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Signature: Elva Salinas ***Date:*** 12/17/19

Name: Elva Salinas CSBA Region & subregion #: 17

District or COE: Grossmont Union High School District Years on board: 3

Profession: College Professor Emeritus Contact Number (please √ ☒Cell ☐Home ☐Bus.): 619-962-2132

*Primary E-mail: boardmembersalinas@gmail.com

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☒Yes ☐No | If yes, year you became Delegate: 2018

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

My experience as a CSBA Delegate has helped me grow as an educational advocate by providing me the environment to learn more about legislation affecting education. My extensive experience as an educator, professional development coordinator and program coordinator at the Community College level makes me a valuable asset to CSBA. I am a retired community college professor with 34 years of experience, teaching Cosmetology (CTE) for 16 years and English/Chicano/a Studies for 18 years. I will be returning as Professor Emeritus to San Diego City College Spring 2020 so that my students can keep me informed about how our current educational system is effecting their learning experiences. Our students feed to us from the lowest socioeconomic regions in our city and are the most diverse population of any college in our region, so I know the importance of integrated student services and academic support programs, including student centered pedagogy/andragogy, and project based learning to ensure student success. For the last 15 years I have coordinated PD programs, ensuring the conscientious implementation of multiple state mandated initiatives and federal, and state grants. As a CSBA Delegate I would support and advocate for more PD for all staff members, culturally relevant and experiential education for our students; and most importantly, adequate funding for our schools.

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

I have attended every CSBA Conference since I was elected to office in 2016 and I advocated for education at the CSBA Legislative Action Day. Working alongside CSBA leadership, our Superintendent, his staff and seasoned board members, I educate myself on the most important educational issues and serve as a staunch promoter of legislative change. I met with many legislators here in San Diego, including Lorena Gonzalez and Ben Hueso. I attend SDCSBA regional meetings regularly. In my district, I have attended events at or toured all 13 high schools and other sites, officiated numerous graduations, attended many award ceremonies and represented our board on the District English Learner Advisory Committee. I participate in and advocate for clear pathways from high school to college through the East County Educational Alliance; this coalition was created by the Grossmont-Cuyamaca Community College District and the Grossmont Union High School District to provide East County high school students a more direct path to college and a career. In the community, The San Diego Performing Arts League awarded me with the **Star Award** for bringing more than 3000 underserved students to the La Jolla Playhouse. Most recently I was included in the book *Chicana Tributes: Activist Women of the Civil Rights Movement-Stories for the New Generation* for the work I have done in the immigrant rights communities.

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

The biggest challenge facing governing boards is the lack of public school funding to provide first-rate education that prepares our students for a culturally diverse, technologically sophisticated and global society. Our teachers, staff and administrators are being asked to do more and more with fewer and fewer resources. Accountability to the state is high and fiscal support is very low. In our district, inadequate charter schools are taking resources sorely needed by our schools; stricter regulation is needed. State funding timelines and monetary fluctuations, always a guessing game, makes it impossible to create a solid 5-year education plan or fiscal consistency. It is imperative that CSBA advocates for an increase and adequate revenue for public education, and charter school accountability through upcoming legislation.

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2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: Marla Strich *Date:* December 21, 2019

Name: Marla Strich CSBA Region-subregion #: 17

District or COE: Encinitas Union ESD Years on board: 21

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

*Primary E-mail: marla.strich@eusd.net

(**Communications from CSBA will be sent to primary email)*

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 3 years

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

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

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

I have served on the EUSD Board for 21 years. During my tenure I have been Board President five times. As noted above, I have attended legislative advocacy sessions as part of both CSBA and NSBA. I am a continuous learner, having completed the Masters in Governance program, and look forward to continuing my learning with CSBA's new online platform. I have consistently attended CSBA's AEC, as well as numerous NSBA Conferences, and have presented at both. I have also attended both of CSBA's Leadership Conferences.

I have a long history of leadership in my community, serving as EUSD's school bond campaign co-chair, school site council chair, PTA Legislative Vice President, and SDA Foundation President

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

We must continue to defend and promote public education as the keystone of a democratic society. We must ensure that public education is fully and fairly funded in California, so we can provide the world class, forward-looking education that our children deserve. Our advocacy efforts and educational efforts are critical in making this happen.

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Signature: _____ ***Date:*** 11/29/19

Name: Cipriano Vargas

CSBA Region & subregion #: 17

District or COE: Vista Unified School District

Years on board: 3

Profession: Organizer

Contact Number (please √ ☐ Cell ☑ Home ☐ Bus.): 7602134498

*Primary E-mail: cvargas.trustee@gmail.com

(**Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☑ Yes ☐ No | If yes, year you became Delegate: 2017

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

I have been a delegate since 2017, where I continue to serve and participate in various CSBA actions. I believe CSBA is an opportunity to learn from my colleagues and provide advocacy for the issues that impact all our children. I wish to continue my service and focus heavily on funding of public education.

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

I am involved in sub-committee of our district that include the dual language, project labor agreement negotiations, career highway, among others. I am also involved with the ACLU Next Gen Board, CSUSM Alumni Association, Democratic Party and Labor Council.

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

CSBA just released a report on Special Education and the rising cost of services/litigation. This an opportunity for school districts to examine how we can better support SpEd Students and advocate at the state/federal level. In addition, we have many districts that have declining enrollment, these leads to budget cuts over time while trying to remain competitive with charter schools. AB 1505 was signed by the Governor for a stronger process, we need to continue to examine loopholes and push for the same level of accountability of charter schools. Finally, we have an election in 2020 that we can push for a state initiative to bring addition funding to K-12.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: GP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0027

BACKGROUND INFORMATION:
It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons. The District will have to reduce the number of certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the beginning of the 2020-2021 school year for the positions of Multiple Subject Teachers, Resource Teachers, Single Subject Teacher: Art, Single Subject Teacher: Music, School Counselor, and Science/Physical Education Enrichment Teacher (13.0 FTEs).

RECOMMENDATION:
Approve Resolution No. 19/20-0027 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MEA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

BOARD RESOLUTION 19/20-0027

February 13, 2020

TERMINATION OF CERTIFICATED EMPLOYEES
DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Superintendent of the San Ysidro School District (the "District"), through her designee, the Executive Director of Human Resources, has recommended to the District's Governing Board (the "Board") that the District reduce or discontinue the following particular kinds of services at the close of the current school year;

Kinds of Services	**Number of Full-Time Equivalent Positions (FTEs)**
Multiple Subject Teachers	6.0
Resource Teachers	3.0
Single Subject Teacher: Art	1.0
Single Subject Teacher: Music	1.0
School Counselor	1.0
Science/Physical Education Enrichment Teacher	1.0
Total FTEs	**13.0**

WHEREAS, it shall be necessary to terminate, at the end of the 2019-20 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

WHEREAS, the Governing Board is required by law to give notice, on or before March 15, 2020, to all certificated employees affected by any decision to reduce or discontinue these particular kinds of services;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

A. The Board hereby approves the reduction and/or discontinuance of the aforementioned services to occur at the close of the current school year;

B. The Board hereby determines that, as the result of the above-stated reduction in force, it will be necessary to terminate, at the end of the 2019-20 school year, the employment of certificated employees of the District in a quantity that will facilitate the elimination of the FTEs specified in the aforementioned recommendation;

C. The Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study and to retain certificated employees possessing the special training and experience needed to teach such courses that another employee with greater

seniority does not possess. These specific needs of the District are set forth in the attached Exhibit A and are incorporated herein by reference and, pursuant to Education Code section 44955(d)(1), the Board hereby determines that the reduction in force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution;

D. In order to implement this reduction in force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date and, pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between such employees shall be based on the criteria set forth in the attached Exhibit B which is incorporated herein by reference;

E. Pursuant to Education Code section 44955(b), the Board shall retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. "Competent" shall mean that the employee has actually rendered instruction or services as a District employee (except as a day-to-day substitute) in the subject matter area in which he/she claims to be entitled to render instruction or services during at least one of the last five school years; and

F. The Superintendent or designee is directed to send appropriate notices to all employees affected by this reduction in force pursuant to the relevant Education Code provisions, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under law.

ADOPTED, SIGNED AND APPROVED this _____ day of _____.

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

_____
President of the Governing Board
San Ysidro School District

I,_____, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on_____.

AYES: _____

NOES:_____

ABSENT: _____

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

_____
Clerk of the Governing Board
San Ysidro School District

Exhibit A

"SKIPPING" CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees, regardless of their seniority (unless the employee is bumped by a more senior and competent employee), to the extent one or more of their assignments meet any of the following criteria:

1. Employees who possess a valid Special Education credential, who are currently working in a special education position, and who are expected to work as a special education teacher in the 2020-21 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2020-21 that meets the foregoing criteria.

The Superintendent or his/her designee is authorized to determine which employees qualify to be "skipped" from the reduction in force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

For purposes of determining order of layoff and order of reemployment with regard to the reduction in force effective at the close of the 2019-20 school year, employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Subject matter authorizations, including supplemental authorizations, on credential(s) authorizing service for the District	**1** per authorization
Possession of credential(s) authorizing service for the District	**3** for each professional clear
	2 for each preliminary
	1 for each of any other credential
Column placement on salary schedule	**1** per applicable column
Possession of Bilingual Cross-Cultural Language and Development certificate	**1**

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. Among employees without a preliminary or professional clear credential, the employee with earliest date of issuance of an intern credential shall be considered the more senior employee. Among employees without an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential shall be considered the more senior employee.

If application of the foregoing criteria still fails to resolve a tie among two or more employees, the seniority of the remaining tied employees shall be determined by the numerical value of the last three digits of the "document number" on the most-recently issued credential, certificate, authorization, permit, or other official record listed by the California Commission on Teacher Credentialing on its website as of 12:00 p.m. on March 15, 2020. If this criterion is used, the employee with the highest three-digit number shall be considered the more senior employee.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0028

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

This resolution identifies temporary certificated employees intendend for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2020-2021 school year.

RECOMMENDATION:
Adopt Resolution No. 19/20-0028 authorizing the District to notice individual, temporary, certificated employees of the district's intent to release and/or non-reelect for the 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 19/20-0028
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES

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

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

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

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

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

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

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

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2019-20 school year; and,

WHEREAS, the Governing Board has determined that a reduction in particular kinds of services is needed no later than the last contracted day of the 2019-20 school year; and,

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

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

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

1. That all of the foregoing rectials are true and correct.

2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2019-20 school year.

ID#s of Employees being released

461077
529766
293067
632544
630544
611267
621416
216529
216371

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

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on February 13, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____
President

_____
Member

_____
Member

_____
Member

_____
Member

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: 2020-2021 STUDENT ENROLLMENT PROJECTION AND STAFFING REPORT

BACKGROUND INFORMATION:
The District has developed student enrollment projections and staffing reports for the 2020-2021 school year to assist in staffing.

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Projected 2020-21 Enrollment
San Ysidro School District

(Does not include SDC)

School Year		TK	K	1	2	3	4	5	6	7	8	Total	Difference	% Change
2018-19 CBEDS w/o SDC		94	425	466	456	471	431	502	517	579	453	4,394		
2019-20 CBEDS w/o SDC		63	443	442	456	460	497	445	491	521	465	4,283	-111	-2.53%
2020-21 Projected Enrollment		76	430	442	436	450	455	483	420	499	507	4,198	-85	-1.98%
19-20 Current FTE		4.00	16.00	16.00	16.00	17.00	16.00	16.00	15.00	39.00		155.00	171.00	FTE
20-21 Projected FTE		3.25	15.71	16.25	16.00	15.96	14.14	15.25	13.11	31.44		141.10	164.00	FTE
20-21 Projected FTE (K-3 FTE Rounded)		4.00	17.00	19.00	19.00	19.00	16.25	17.25	15.00	31.44		157.94	164.00	FTE
Average Student Teacher Ratio	TK-K	24	1-3	24			4-6	28		7-8	32			

**Unknown Variables: Mobility and Kindergarten

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services Department
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF ELD-ELA TRAINING PACKAGE FROM AMPLIFY EDUCATION INC. FOR MIDDLE SCHOOL TEACHERS

BACKGROUND INFORMATION:
The Executive Director in Educational Services is requesting approval to offer a half day of professional development to middle school teachers from Amplify Education, Inc., which is the publisher we have for the current English Language Arts (ELA) instructional materials.

The focus of this training will be English Language Development (ELD), which our teachers will learn the ELD strategies and how to implement ELD lessons for our English learners' population.

All ELD teachers from our middle schools will be receiving this training session, which is scheduled for February 12, 2020 with the cost of $2,500.00.

RECOMMENDATION:
Ratify the purchase of the ELD-ELA training package from Amplify Education, Inc. to provide a half day of professional development for middle school teachers at a total cost of $2,500.00 from the Title II fund.

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** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,500.00	Title II Fund
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Amplify.

Price Quote

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: 800.886.9126
Fax: 646.403.4700

Quote #: Q-12099-1
Date: 1/16/2020 7:34 PM
Expires On: 2/15/2020

Customer Contact Information
Elizabeth Originales
SAN YSIDRO SCHOOL DISTRICT
(619) 428-4476
elizabeth.originales@sysdschools.org

Amplify Contact Information
Kirk Van Wagoner
Senior Account Executive
(760) 696-0709
kvanwagoner@amplify.com

PRODUCT	DESCRIPTION	ISBN	QUANTITY	LIST PRICE	TOTAL PRICE
Amplify ELA CA Edition: Initial Training for Administrators (1/2 day Onsite)	This training will support district and school-level instructional leaders to implement Amplify ELA. Learn about Amplify ELA's approach to reading, writing, and language instruction and navigation basics. Learn how to support teachers by developing an implementation plan and knowing what to look for in classrooms. The maximum number of participants for onsite sessions is 30.		1.00	$2,500.00	$2,500.00
				TOTAL:	$2,500.00

SUBTOTAL	$2,500.00
SHIPPING AND HANDLING	$0.00
GRAND TOTAL	$2,500.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.

- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: until June 30th, 2020
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Customer Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.- embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at http://www.amplify.com/customer-privacy will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties.

All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: 27TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:

The Adelante Mujer Conference is presented annually to expose, motivate and empower female youth to achieve in school and learn about professional career options available to them through career workshops provided by professional women. Keynote speakers provide introductory speeches which are practical and inspirational. Workshops will focus on law, business, media, engineering and medicine, in addition to a variety of other career and social development topics.

Students in grades 6th – 8th and their parents/guardians from all of our schools will attend the Adelante Mujer Conference on Saturday April 11, 2020 at University of California San Diego in La Jolla.

Estimated cost implications:

- 250 Participants (125 female students and 125 mothers/guardians): $15 per participant/registration fee x 250 = $3,750.00
- 3 chaperones (*one from each school)* – up to 8 hours per certificated staff member at $40 per hour = $1,200.00
- Transportation Services: $2,200.00 for bus transportation to and from our schools to UCSD.

RECOMMENDATION:

Approve the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 26th Annual Adelante Mujer Conference on Saturday, April 11, 2020 at UC San Diego at a cost not to exceed $7,150.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.9 – College and Career Readiness and 21st Century learning.
Goal 3: Parent Engagement – Action 3.7 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Business Services Reviewed:

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$7,150.00	Supplemental and Concentration Fund
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

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

INITIAL: CHG

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF I-READY MATH MATERIALS AND TRAINING PACKAGE FROM CURRICULUM ASSOCIATES FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:
The Interim Principal at Vista Del Mar Middle School is requesting approval to offer of professional development (PD) to Math teachers from Curriculum Associates, LLC.

Training package includes the following along with i-Ready Math diagnostic materials:

- *i-Ready Pilot Course PD* - Designed to grow along with the implementation, teachers will learn to understand *i-Ready*'s potential for student growth.
- *i-Ready Tailored Support PD* - Will plan collaboratively with teachers to meet the local needs of the implementation by addressing key areas PD at each stage of *i-Ready* use.

This training package was included and previously approved in the School Plan for Student Achievement. Training session is scheduled for February 5, 2020.

RECOMMENDATION:
Ratify the purchase of i-Ready Math supplemental materials and training package from Curriculum Associates, LLC to provide a training session to Math teachers from Vista Del Mar Middle School at a total cost of $4,848.75 from the Title I fund.

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** **Business Services Reviewed:** MW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$4,848.75	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Curriculum Associates LLC

153 Rangeway Rd • N. Billerica, MA 01862-2013
Phone:800-225-0248 • Fax 800-366-1158
Email:orders@cainc.com

Pro Forma Invoice

Pro Forma Date: 9/6/2019 Valid for 90 Days
Pro Forma Number:191441.2
Material shipped upon receipt of PO

F.O.B.: N. Billerica, MA 01862
Shipping:Shipping based on MDSE total (min: $12.99)
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Req. # 5200

Bill To:
Juan Molina
Vista Del Mar Middle School
4885 Del Sol Blvd
San Diego, CA 92154
Phone: (619) 661-6753
Email: juan.molina@sysdschools.org

Ship To:
Juan Molina
Vista Del Mar Middle School
4885 Del Sol Blvd
San Diego, CA 92154
Phone: (619) 661-6753
Email: juan.molina@sysdschools.org

Pro Forma for Purchase Order creation.

Item #	Product Name	Qty	Unit Price	Extended Price
RS27528.0	Professional Development i-Ready Pilot Course	2	$1,500.00	$3,000.00
RS27529.0	Professional Development i-Ready Pilot Tailored Support	1	$1,500.00	$1,500.00
RS14890.0	i-Ready Math Diagnostic and Instruction Pilot	413	$0.00	$0.00

This is not an invoice. Invoice(s) are sent upon shipment of material, or procurement of services, training, or professional development.

Merchandise Total:	$4,500.00
Estimated Shipping:	$0.00
Estimated Tax:	$348.75
Total:	$4,848.75

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Sunset Elementary
Efrain Burciaga, Principal

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF TRAINING PACKAGE FROM NANCY FETZER'S LITERACY CONNECTIONS INC. FOR SUNSET ELEMENTARY

BACKGROUND INFORMATION:
The Principal at Sunset Elementary School is requesting approval to offer three days of professional development to teachers from Nancy Fetzer's Literacy Connections Inc.

Nancy Fetzer's training sessions are designed to support the implementation of the research-based collaborative strategies for English Learners in Literacy and Writing. Teachers and trainer will debrief to analyze, reflect, and address student achievement.

Training sessions are scheduled for April 14, 15 and 16, 2020 and will take place at Sunset Elementary School. Cost implications include the price of training package plus the cost of teacher substitutes. This training package was included and previously approved in the School Plan for Student Achievement.

RECOMMENDATION:
Approve the training package from Nancy Fetzer's Literacy Connections Inc., to provide three customized days of professional development for Teachers from Sunset Elementary at a total cost of $13,789.05 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, SPSA Action Step1.6: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, and Computer Science. Professional development includes training specifically designed to address the achievement gap for English Learner students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$13,789.05	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Nancy Fetzer's Literacy Connections Inc.
291 Walls Valley Dr.
Pontotoc, MS 38863

PRICE QUOTE

DATE
3/25/2019

To
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173

TERMS	REP	VENDOR #
Net 30		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
3	Training	Daily Training for Sunset Elementary on April 14, 15 and 16 of 2020	2,000.00	6,000.00
		Sales Tax	7.75%	0.00

PQ7484

Total	$6,000.00
Payments/Credits	$0.00
Balance Due	$6,000.00

Toll Free 866.698.9556
Fax 951.698.7616
Email info@nancyfetzer.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – FEBRUARY

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the February 13, 2020 Board meeting:

- Comprehensive Sports Field Training Session
- CASH School Facilities Leadership Academy
- 2019-20 School Law and Required Immunizations Training
- Differentiated Assistance ~ Data Institute
- Illuminate Education Regional Meeting
- School Locking Hardware
- California SEL Roadshow
- Managing Students with Seizures
- Differentiated Assistance ~ Root Cause Institute
- 2020 CABE Conference
- Differentiated Assistance ~ Implementation Support Institute
- Joint Homeless & AB 490 Foster Care District Liaison Meeting
- National Center for Urban School Transformation (NCUST) Site Visit
- San Diego County Administrators of Special Education Meeting
- Critical Issues in Child and Adolescent Mental Health Conference
- Evidenced Based Practices for Students with Autism - CAPTAIN Training
- CALPADS Course Codes, Assignment Monitoring and LCAP Federal Addendum Equity Data Training
- ASCD Empower, The Conference for Learning, Teaching, & Leading Together

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 (see attached list) to the different professional developments, as scheduled.

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** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$48,865.00	General, Title II, Title III and Special Ed. Funds
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL DEVELOPMENT

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Daniel Camberos, Moises Camberos	Comprehensive Sports Field Training Session	Ontario, CA	February 18, 2020	$530.00	General Fund
Jesus Sanchez	School Locking Hardware	San Diego	February 11, 2020	$0	No Cost
Paulo Azevedo	CASH School Facilities Leadership Academy	Sacramento, CA & Ontario, CA	March 12-14, 2020 April 3-4, 2020 May 1-2, 2020 June 5-6, 2020 Sept. 4-5, 2020 October 2-3, 2020 Nov. 6-7, 2020 Dec. 4-5, 2020 Jan. 8-9, 2021	$12,555.00	General Fund
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	SDCOE	January 29, 2020	$0	No Cost
Kathleen Cordero	San Diego County Administrators of Special Education Meeting	San Diego	March 13, 2020	$0	No Cost
Grecia Agundez, Ana Chavez, Germania Velez, Mary Tucker, Isabella Savala, Paola Little, Maria Guerra, Rosa Lopez, Ignacia Gonzalez, Norma Lara	2019-20 School Law and Required Immunizations Training	Chula Vista	February 6, 2020 February 10, 2020	$1,400.00 (Compensation & mileage)	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Cynthia Gonzalez	National Center for Urban School Transformation (NCUST) Site Visit	Garden Grove, CA	February 4, 2020	$0	No Cost
Kathleen Cordero, Denise Villezcas, Anita Gillchrest, Karina Victorino, Erika Patrick	Critical Issues in Child and Adolescent Mental Health Conference	San Diego	March 12-13, 2020	$825.00	Special Education Fund
Gina A. Potter, Anjelica Topete, Jennifer Cuestas, Fernanda Rios	Differentiated Assistance ~ Data Institute	San Diego	January 31, 2020	Mileage	General Fund
Gina A. Potter, Anjelica Topete, Jennifer Cuestas, Fernanda Rios	Differentiated Assistance ~ Root Cause Institute	San Diego	February 26, 2020	Mileage	General Fund
Gina A. Potter, Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Luis Ramos, Omar Calleros, Maria Rodriguez, David Alkass, Anjelica Topete, Laura English, Maria Fernanda Rios, Jennifer Cuestas	Differentiated Assistance ~ Implementation Support Institute	San Diego	May 28, 2020	Mileage	General Fund
Viridiana Moreno, Carina Ponce, Marsha Omelina, Marisela Lozano, Josefina Villegas	Evidenced Based Practices for Students with Autism - CAPTAIN Training	National City	March 6, 2020	$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Anita Gillchrest	Managing Students with Seizures	SDCOE	March 5, 2020	$25.00	Title II Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Denise Villezcas	California SEL Roadshow	San Marcos	April 30, 2020	$400.00	Title II Fund
Adriana Aguilar, Luis Ramos	Illuminate Education Regional Meeting	SDCOE	February 18, 2020	$0	No Cost
Cynthia Gonzalez, Linda Gonzales, Carolina Jaime	CALPADS Course Codes, Assignment Monitoring and LCAP Federal Addendum Equity Data Training	Chula Vista	March 5, 2020	$0	No Cost
Humberto Gurmilan, Rudy Lopez, Manuela Colom, Dual Language Teachers: 2 Per site (TBD), DELAC Parents: Up to 7 (TBD)	2020 CABE Conference	San Francisco	April 8-11, 2020	$32,000.00	General and Title III Funds
Stephanie Hake	ASCD Empower, The Conference for Learning, Teaching, & Leading Together	Los Angeles	March 12-16, 2020	$1,100.00	Title II Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #7 (January 13, 2020 through January 31, 2020): ▪ General Fund: 0000005931-0000005950, 0000005952-0000005970, 0000005971-0000005973, 0000005975-0000005997, 0000005999-0000006024 ▪ Child Development Fund: 0000005951, 0000005974 ▪ Child Nutrition Fund: 0000005998

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period January 13, 2020 through January 31, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PURCHASE ORDER REPORT (01/13/20 - 01/31/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/13/2020	0000005931	0000000068	P.I.P.S.	SAFETY CREDIT REPLENISH	0100	0000000	5450000	071	$ 15,000.00
1/13/2020	0000005932	0000000702	STANDARTPARK	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 420.23
1/13/2020	0000005933	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,260.00
1/13/2020	0000005934	0000000443	DAILY JOURNAL CORPORATION	ADVERTISING	0100	0000000	5800010	067	$ 62.70
1/14/2020	0000005935	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 7,311.42
1/14/2020	0000005936	0000000538	AMERICAN SWING PRODUCTS, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 548.23
1/14/2020	0000005937	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 6,788.11
1/14/2020	0000005938	0000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	5800010	067	$ 6,000.00
1/14/2020	0000005939	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 835.07
1/14/2020	0000005940	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	014	$ 1,240.55
1/14/2020	0000005941	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 222.28
1/14/2020	0000005942	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 1,217.36
1/14/2020	0000005943	000584	SWEETWATER UNION HIGH	CONTRACTED SERVICES	0100	0980002	4300001	061	$ 20,000.00
1/14/2020	0000005944	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 2,515.88
1/14/2020	0000005945	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4035000	5200003	061	$ 300.00
1/14/2020	0000005946	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 494.19
1/14/2020	0000005947	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 246.54
1/14/2020	0000005948	0000000218	CALSPRA	DUES & MEMBERSHIPS	0100	0000000	5300000	064	$ 150.00
1/14/2020	0000005949	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 138.25
1/14/2020	0000005950	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 349.44
1/15/2020	0000005952	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 355.44
1/15/2020	0000005953	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 360.90
1/15/2020	0000005954	0000000698	WESTED	CONTRACTED SERVICES	0100	0490000	5800010	052	$ 22,000.00
1/15/2020	0000005955	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 488.37
1/15/2020	0000005956	004546	LAW OFFICES OF SCHWARTZ&STOREY	LEGAL FEES	0100	0000000	5800150	054	$ 4,275.00
1/15/2020	0000005957	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	5800006	067	$ 179.46
1/15/2020	0000005958	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 3,088.33
1/16/2020	0000005959	002030	SCRIPPS NATIONAL SPELLING BEE	REGISTRATION FEES	0100	3010000	5800000	012	$ 165.00
1/16/2020	0000005960	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	064	$ 500.00
1/16/2020	0000005961	003192	WAL- MART COMMUNITY/GECRB	OFFICER SUPPLIES	0100	5630000	4300011	061	$ 250.00
1/16/2020	0000005962	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 2,227.50
1/16/2020	0000005963	0000000588	WRAP CITY, INC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,021.39
1/16/2020	0000005964	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	025	$ 1,521.95
1/16/2020	0000005965	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 302.19
1/16/2020	0000005966	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	4300011	025	$ 1,074.81
1/16/2020	0000005967	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,350.00
1/16/2020	0000005968	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	025	$ 610.86
1/16/2020	0000005969	0000000672	BULK BOOKSTORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 419.26
1/17/2020	0000005971	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	$ 7,817.84
1/17/2020	0000005972	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 1,619.68
1/17/2020	0000005973	0000000707	SCHOOL THREAD ASSESSMENT CONSULTANTS LLC	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	052	$ 1,616.25

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/21/2020	0000005975	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 7,028.43
1/21/2020	0000005976	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	$ 797.17
1/22/2020	0000005977	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	052	$ 1,292.81
1/22/2020	0000005978	004748	THE MARKETBOARD PEOPLE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 808.13
1/22/2020	0000005979	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 534.57
1/22/2020	0000005980	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 19,081.00
1/22/2020	0000005981	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 366.65
1/22/2020	0000005982	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 586.16
1/22/2020	0000005983	003888	STANLEY CONVERGENT SECURITY	MAINTENANCE AGREEMENT	0100	8150000	5600007	070	$ 54,871.68
1/23/2020	0000005984	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 123.92
1/23/2020	0000005985	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 664.61
1/23/2020	0000005986	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	3010000	5800006	025	$ 1,473.08
1/24/2020	0000005987	0000000271	RAPTOR TECHNOLOGIES, LLC	CONTRACTED SERVICES	0100	0000000	5800010	061	$ 4,860.00
1/24/2020	0000005988	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 598.18
1/24/2020	0000005989	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 581.85
1/27/2020	0000005990	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 773.65
1/27/2020	0000005991	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300002	067	$ 106.65
1/27/2020	0000005992	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 2,094.58
1/27/2020	0000005993	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 394.26
1/27/2020	0000005994	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 3,964.26
1/27/2020	0000005995	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 3,379.84
1/27/2020	0000005996	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0982000	4300011	074	$ 276.80
1/27/2020	0000005997	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 4,935.84
1/28/2020	0000005999	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 55.80
1/28/2020	0000006000	0000000709	SDSU RESEARCH FOUNDATION/NCUST	REGISTRATION FEES	0100	4035000	5200003	061	$ 3,500.00
1/28/2020	0000006001	002874	ACSA	REGISTRATION FEE	0100	0490000	5800010	052	$ 950.00
1/28/2020	0000006002	003313	BEST BUY	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 1,605.35
1/29/2020	0000006003	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 2,240.00
1/29/2020	0000006004	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,914.16
1/29/2020	0000006005	0000000077	AZTEC CONTAINER	LEASE AGREEMENT	0100	8150000	5600001	070	$ 1,616.24
1/29/2020	0000006006	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300011	064	$ 500.00
1/29/2020	0000006007	004686	CREATIVE BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,217.67
1/29/2020	0000006008	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 10,000.00
1/29/2020	0000006009	004701	TUCOR INC	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 620.00
1/29/2020	0000006010	004784	TIME AND ALARM SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 804.01
1/29/2020	0000006011	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,527.01
1/29/2020	0000006012	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 23,706.00
1/29/2020	0000006013	003099	PARENT INSTITUTE FOR QUALITY	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 215.00
1/29/2020	0000006014	001425	STATE WATER RESOURCES	ANNUAL PERMIT	0100	8150000	5600005	070	$ 1,400.00
1/30/2020	0000006015	0000000711	KEYANALYTICS	PROFESSIONAL SERVICES	0100	0000000	5800000	071	$ 4,000.00
1/30/2020	0000006016	0000000342	ABLENET, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	$ 7,165.41

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/30/2020	0000006017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 1,014.47
1/30/2020	0000006018	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	5640000	5800010	052	$ 50.00
1/30/2020	0000006019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 322.17
1/31/2020	0000006020	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,598.86
1/31/2020	0000006021	0000000245	OFFICESUPPLY.COM	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 733.48
1/31/2020	0000006022	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 1,671.74
1/31/2020	0000006023	000828	POSITIVE PROMOTIONS	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 1,338.83
1/31/2020	0000006024	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0982000	4300011	074	$ 251.80
							Total for 0100		**$ 295,956.60**
1/14/2020	0000005951	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	5210000	4300020	076	$ 4,584.18
1/21/2020	0000005974	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 660.42
							Total for 1200		**$ 5,244.60**
1/28/2020	0000005998	0000000699	EL POLLO GRILL INC	CAFETERIA CATERING	1300	5310000	5800030	085	$ 5,000.00
							Total for 1300		**$ 5,000.00**
							Grand Total		**$ 306,201.20**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** February 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of January 14, 2020 through February 3, 2020 with checks #14-635930 through #14-643518 for a total expenditure of $572,468.22 from the following sources:

General Fund - $567,855.83
Child Nutrition- $4,612.39

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of January 14, 2020 through February 3, 2020 for a total expenditure of $572,468.22.

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** **Business Services Reviewed:** MA

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$572,468.22	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Warrant ID	Name	Payment Date	Amount	Fund	Description
14635930	P.I.P.S.	1/14/2020	15000.00	0100	SAFETY CREDIT REPLENISH
14635931	VECTOR USA	1/14/2020	9222.26	0100	PROFESSIONAL SERVICES
14635932	MRC SMART TECHNOLOGY SOLUTIONS	1/14/2020	6106.07	0100	PRINTERS LEASE AGREEMENT
14635933	XEROX FINANCIAL SERVICES	1/14/2020	9274.25	0100	PROFESSIONAL SERVICES
14635934	AMPLIFY EDUCATION INC.	1/14/2020	60.00	0100	INSTRUCTIONAL SUPPLIES
14635935	CAPITOL ADVISORS GROUP, LLC	1/14/2020	2000.00	0100	PROFESSIONAL SERVICES
14635936	IXL LEARNING INC.	1/14/2020	2753.00	0100	INSTRUCTIONAL SUPPLIES
14635937	ID SERVICES INC.	1/14/2020	1997.63	0100	OFFICE SUPPLIES
14635938	FORD OF CHULA VISTA	1/14/2020	57.55	0100	CONTRACTED SERVICES
14635939	BEAR COMMUNICATIONS, INC.	1/14/2020	5369.22	0100	OFFICE SUPPLIES
14635940	SAN DIEGO GAS & ELECTRIC	1/14/2020	1237.94	0100	CONTRACTED SERVICES
14635941	WILKINSON HADLEY KING &	1/14/2020	10950.00	0100	PROFESSIONAL SERVICES
14635942	PARADIGM HEALTHCARE SERVICES	1/14/2020	500.00	0100	PROFESSIONAL SERVICES
14635943	GRAINGER	1/14/2020	1512.40	0100	MAINTENANCE SUPPLIES
14635944	CURRICULUM ASSOC. INC.	1/14/2020	10744.48	0100	INSTRUCTIONAL SUPPLIES
14635945	SCHOOL SPECIALTY	1/14/2020	124.45	0100	OFFICE SUPPLIES
14635946	SOUTH BAY FENCE, INC.	1/14/2020	2450.00	0100	CONTRACTED SERVICES
14635947	WIRELESS PRO'S	1/14/2020	59.80	0100	MAINTENANCE SUPPLIES
14635948	WILLY'S ELECTRONIC SUPPLY CO.	1/14/2020	342.52	0100	TECHNOLOGY SUPPLIES
14635949	A-Z BUS SALES, INC.	1/14/2020	245.25	0100	MECHANIC SUPPLIES
14635950	NAPA AUTO AND TRUCK PARTS	1/14/2020	639.72	0100	TRANSPORTATION SUPPLIES
14635951	IMPERIAL SPRINKLER SUPPLY	1/14/2020	924.01	0100	GROUNDS SUPPLIES
14635952	YMCA OF SAN DIEGO COUNTY	1/14/2020	114408.91	0100	PROFESSIONAL SERVICES
14635953	ROMAINE ELECTRICT CORPORATION	1/14/2020	57.59	0100	TRANSPORTATION SUPPLIES
14635954	AT&T	1/14/2020	4900.16	0100	UTILITIES - PHONE SERVICES
14635955	ULINE	1/14/2020	588.00	0100	OFFICE SUPPLIES
14635956	PARENT INSTITUTE FOR QUALITY	1/14/2020	16000.00	0100	PROFESSIONAL SERVICES
14635957	VALLEY INDUSTRIAL SPECIALTIES	1/14/2020	247.21	0100	MAINTENANCE SUPPLIES
14635958	SAN DIEGO COUNTY SUPERINTENDEN	1/14/2020	954.67	0100	OFFICE SUPPLIES
14635959	SOUTHWEST SCHOOL & OFFICE	1/14/2020	9994.72	0100	INSTRUCTIONAL SUPPLIES
14635960	WESTERN GRAPHIX	1/14/2020	221.53	0100	TRANSPORTATION SUPPLIES
14635961	SAN YSIDRO SCHOOL DISTRICT	1/14/2020	5000.00	0100	REPLENISH PL TRUST
14635962	OPTIMUM FLOORCARE	1/14/2020	24.21	0100	GROUNDS SUPPLIES
14635963	PRO POWER	1/14/2020	34.89	0100	GROUNDS SUPPLIES
14635964	GALLAGHER BENEFIT SERVICES, INC	1/14/2020	442.85	0100	PROFESSIONAL SERVICES
14636728	DAILY JOURNAL CORPORATION	1/15/2020	62.70	0100	ADVERTISING
14636729	XEROX CORPORATION	1/15/2020	1162.75	0100	MAINTENANCE AGREEMENT

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14637393	AARDVARK ANT & PEST CONTROL INC.	1/16/2020	230.00	0100	CONTRACTED SERVICES
14637394	PEARSON	1/16/2020	160.00	0100	INSTRUCTIONAL SUPPLIES
14637945	YARIJANIAN & ASSOCIATES, PC	1/17/2020	4400.00	0100	LEGAL SERVICES
14637946	TEAMTALK NETWORK	1/17/2020	397.80	0100	CONTRACTED SERVICES
14637947	LAW OFFICES OF SCHWARTZ&STOREY	1/17/2020	4275.00	0100	LEGAL FEES
14637948	ONE TRIPP TREE SERVICE INC.	1/17/2020	2227.50	0100	CONTRACTED SERVICES
14638462	CORODATA RECORDS MANAGEMENT, INC.	1/21/2020	126.62	0100	CONTRACTED SERVICES
14638463	DANNIS WOLIVER KELLEY	1/21/2020	5324.50	0100	LEGAL SERVICES
14638464	DECLUES, BURKETT & THOMPSON, APC	1/21/2020	1656.00	0100	LEGAL FEES
14638465	PARKHOUSE TIRE INC	1/21/2020	2118.88	0100	MAINTENANCE SUPPLIES
14638466	ASSETWORKS, LLC	1/21/2020	11050.00	0100	PROFESSIONAL SERVICES
14638467	DIXIELINE LUMBER CO	1/21/2020	591.06	0100	MAINTENANCE SUPPLIES
14638468	SCHOOL SERVICES OF CALIFORNIA	1/21/2020	250.00	0100	PROFESSIONAL SERVICES
14638469	REFRIGERATION SUPPLIES	1/21/2020	271.91	0100	MAINTENANCE SUPPLIES
14638470	KONE INC	1/21/2020	11859.23	0100	CONTRACTED SERVICES
14638471	FLEETWASH INC	1/21/2020	133.33	0100	CONTRACTED SERVICES
14638472	BJ'S RENTALS, INC.	1/21/2020	72.45	0100	RENTAL OF EQUIPMENT
14638473	TEAMTALK NETWORK	1/21/2020	397.80	0100	CONTRACTED SERVICES
14638474	R&R CONTROLS INC	1/21/2020	920.00	0100	CONTRACTED SERVICES
14638475	SPARKLETTS	1/21/2020	265.03	0100	REFRESHMENT
14638476	XEROX CORPORATION	1/21/2020	2453.92	0100	COPIER LEASE AGREEMENT
14639012	CRISTINA D'OLEIRE	1/22/2020	22.78	0100	MILEAGE
14639013	EFRAIN IVAN MANRIQUEZ	1/22/2020	59.10	0100	MILEAGE
14639014	AMBER ELLIOTT	1/22/2020	43.56	0100	MILEAGE
14639015	DANIEL CHAVEZ	1/22/2020	69.60	0100	MILEAGE
14639017	DION INTERNATIONAL TRUCK INC.	1/22/2020	1104.55	0100	CONTRACTED SERIVCES
14639018	SMART & FINAL	1/22/2020	683.46	0100	REFRESHMENTS
14639019	AMAZON.COM, INC.	1/22/2020	2735.59	0100	INSTRUCTIONAL SUPPLIES
14639020	CREATIVE BUS SALES, INC.	1/22/2020	1116.77	0100	MECHANIC SUPPLIES
14639684	BIJAN ZELLI	1/23/2020	26.10	0100	MILEAGE
14639685	OMAR CALLEROS	1/23/2020	34.28	0100	MILEAGE
14639686	OSCAR MADERA	1/23/2020	152.19	0100	REIMBURSEMENT
14639687	MARSHA OMELINA	1/23/2020	78.30	0100	REIMBURSEMENT
14639688	ALEXIS TAPIA	1/23/2020	9.86	0100	MILEAGE
14639689	SYLVIA ROBLEDO	1/23/2020	65.37	0100	REIMBURSEMENT
14639690	KARINA VICTORINO	1/23/2020	190.36	0100	MILEAGE
14639691	GINA A. POTTER	1/23/2020	30.00	0100	REIMBURSEMENT
14639692	WILLIAM PITTS	1/23/2020	26.10	0100	MILEAGE

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14639693	DAVID FARKAS	1/23/2020	30.00	0100	REIMBURSEMENT
14639694	KARLA MONTANEZ	1/23/2020	14.50	0100	REIMBURSEMENT
14639695	HUMBERTO GURMILAN	1/23/2020	60.00	0100	REIMBURSEMENT
14639696	MARIANNA ROCHIN	1/23/2020	85.62	0100	REIMBURSEMENT
14639697	STATE BOARD OF EQUALIZATION	1/23/2020	43.22	0100	STATE DIESEL TAX
14639698	CONSUELO CARRANZA	1/23/2020	141.52	0100	REIMBURSEMENT
14639699	ANITA GILLCHREST	1/23/2020	24.24	0100	MILEAGE
14639700	WAL- MART COMMUNITY/GECRB	1/23/2020	160.68	0100	OFFICER SUPPLIES
14639701	ROMEO DIACOSTA	1/23/2020	35.33	0100	MILEAGE
14639702	STANLEY CONVERGENT SECURITY	1/23/2020	366.65	0100	CONTRACTED SERVICES
14640233	ALLIANCE ENGINEERING OF CALIFORNIA, INC	1/24/2020	7801.92	0100	PROFESSIONAL SERVICES
14640234	BMR HEALTH SERVICES, INC	1/24/2020	9454.80	0100	PROFESSIONAL SERVICES
14640235	MAXIM HEALTHCARE SERVICES, INC	1/24/2020	14870.00	0100	PROFESSIONAl SERVICES
14640236	ARDOR HEALTH SOLUTIONS	1/24/2020	8322.00	0100	PROFESSIONAL SERVICES
14640237	GARY SNEAG O.D. OPTOMETRIC CORP	1/24/2020	300.00	0100	PFOFESSIONAL SERVICES
14640238	THE ED LADDER	1/24/2020	810.00	0100	CONTRACTED SERVICES
14640239	CROSS COUNTRY STAFFING, INC.	1/24/2020	1920.00	0100	CONTRACTED SERVICES
14640240	SAN DIEGO GAS & ELECTRIC	1/24/2020	45692.66	0100	CONTRACTED SERVICES
14640241	WAXIE SANITARY SUPPLY	1/24/2020	3748.53	0100	CUSTODIAL SUPPLIES
14640242	DUNN-EDWARDS CORP.	1/24/2020	616.99	0100	MAINTENANCE SUPPLIES
14640243	DION INTERNATIONAL TRUCK INC.	1/24/2020	7028.43	0100	CONTRACTED SERVICES
14640244	THE INSTITUTE FOR EFFECTIVE	1/24/2020	8053.07	0100	PROFESSIONAL SERVICES
14640245	OFFICE DEPOT	1/24/2020	1074.10	0100	OFFICE SUPPLIES
14640246	HOME DEPOT	1/24/2020	2399.14	0100	GROUND SUPPLIES
14640247	ASELTINE SCHOOL	1/24/2020	4724.26	0100	PROFESSIONAL SERVICES
14640248	RENAISSANCE LEARNING INC.	1/24/2020	1240.55	0100	CONTRACTED SERVICES
14640249	SAN YSIDRO SCHOOL DISTRICT	1/24/2020	6972.01	0100	PCARD REPLENISH
14640250	TRANE U.S. INC	1/24/2020	922.33	0100	MAINTENANCE SUPPLIES
14640251	TIME AND ALARM SYSTEMS	1/24/2020	19081.00	0100	CONTRACTED SERVICES
14640252	ABA EDUCATION FOUNDATION	1/24/2020	1612.50	0100	PROFESSIONAL SERVICES
14640772	EBS - EDUATIONAL BASED SERVICES	1/27/2020	59432.00	0100	PROFESSIONAL SERVICES
14640773	WAXIE SANITARY SUPPLY	1/27/2020	5273.48	0100	CUSTODIAL SUPPLIES
14640774	SOUTHWEST SCHOOL & OFFICE	1/27/2020	2532.66	0100	INSTRUCTIONAL SUPPLIES
14641158	WEX BANK	1/28/2020	2372.81	0100	CONTRACTED SERVICES
14641907	XEROX CORPORATION	1/29/2020	3377.66	0100	COPIER LEASE AGREEMENT
14642451	MRC SMART TECHNOLOGY SOLUTIONS	1/30/2020	8070.54	0100	MAINTENANCE AGREEMENT
14642452	XEROX FINANCIAL SERVICES	1/30/2020	9274.25	0100	PROFESSIONAL SERVICES
14642453	JOHNSON CONTROLS	1/30/2020	1384.75	0100	CONTRACTED SERVICES

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14642455	WAXIE SANITARY SUPPLY	1/30/2020	2962.22	0100	CUSTODIAL SUPPLIES
14642456	SOUTH BAY FENCE, INC.	1/30/2020	560.00	0100	MAINTENANCE SUPPLIES
14642457	OFFICE DEPOT	1/30/2020	459.68	0100	INSTRUCTIONAL SUPPLIES
14642458	CDW GOVERNMENT LLC	1/30/2020	3088.32	0100	TECHNOLOGY SUPPLIES
14642459	WIRELESS PRO'S	1/30/2020	54.80	0100	MAINTENANCE SUPPLIES
14642460	STATE WATER RESOURCES	1/30/2020	1400.00	0100	ANNUAL PERMIT
14642461	CALIFORNIA DEPT. OF JUSTICE	1/30/2020	245.00	0100	FINGERPRINTS
14642462	CREATIVE BUS SALES, INC.	1/30/2020	1217.67	0100	CONTRACTED SERVICES
14643517	MAXIM HEALTHCARE SERVICES, INC	2/3/2020	27183.76	0100	PROFESSIONAL SERVICES
14643518	NIRVANA BUSTOS	2/3/2020	60.44	0100	MILEAGE
Total Fund 01			**$ 567,855.83**		
14636727	CHEF'S TOYS & STAR RESTUARANT	1/15/2020	1528.62	1300	CAFETERIA SUPPLIES
14639016	EVELYN ZARZOSA	1/22/2020	18.20	1300	MILEAGE
14641159	LITTLE CAESARS PIZZA	1/28/2020	1905.81	1300	CAFETERIA FOOD
14642454	EL POLLO GRILL INC	1/30/2020	1159.76	1300	CAFETERIA CATERING
Total Fund 13			**$ 4,612.39**		
Grand Total			$ 572,468.22		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $175.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $175.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

San Ysidro School District

2019-2020 DONATIONS

BOARD MEETING: February 13, 2020		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
A Definite Difference Home Office Cleaning	Willow	$25.00	N/A	For student to attend 6th grade camp
Gap Inc.	Willow	$150.00	N/A	Miscellaneous

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF 20 KANO COMPUTERS DONATED BY COX COMMUNICATIONS FOR SMYTHE SCHOOL - REVISED

BACKGROUND INFORMATION:
On December 19, 2019, the Governing Board accepted a donation from Cox Communications through our partnership with Promise Neighborhoods. The donation consisted of 20 KANO computers for Smythe's 6th grade students to assemble and code.

The value of the donation was incorrectly stated as $2,000.00. The value of the KANO computers is $195.00 each for a total of $3,900.00.

RECOMMENDATION:
Approve/Ratify the acceptance of 20 KANO computers donated by Cox Communications to Smythe School's 6th grade students for a revised total value of $3,900.00.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement – Action 2.9: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc) and to include extended year educational experiences and activities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

ESTIMATED VALUE

DONATION	
$3,900.00	N/A
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC. (AMENDMENT)

BACKGROUND INFORMATION:
On December 19, 2019, the governing board approved the contract with Professional Tutors of America, Inc. to provide academic home tutoring per settlement agreements for two students with special needs. After the board approval, another student with special needs requires the same services as per settlement agreement under OAH #2019090512; therefore, the contract has been amended to reflect the new total amount. All other Terms and Conditions remain the same.

Cost Implication: $80.00 per hour x 192 hours = **$15,360.00**

RECOMMENDATION:
Approve/Ratify the amendment to the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for three students with special needs at a total amount up to $15,360.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$15,360.00	Special Education
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT
WITH
ACADEMICOGNITIVE CONNECTIONS

For Academic Home Tutoring

AMENDMENT

This AMENDMENT is made effective on February 14, 2020, and it is made by and between Professional Tutors of America, Inc., hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated December 20, 2019, currently provides academic home tutoring services.

WHEREAS, the District would like to include additional cost for academic home tutoring services, as one more student with special needs requires the same services.

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of $5,760.00 to original contract. The new contract not to exceed amount is $15,360.00. All other terms and conditions on original agreement dated December 20, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

Professional Tutors of America, Inc.
3350 E. Birch St., Ste. 201
Brea, CA 92821
(714) 784-3454

Signature

Robert Gordon, CEO
Name & Title

rgordon@professionaltutors.com
Email

Date signed

DISTRICT:

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

Signature

Marilyn Adrianzen Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

/
Date signed

14D.5
Board approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE DEPARTMENT OF HEALTH CARE SERVICES

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

RECOMMENDATION:
Approve the agreement with the Department of Health Care Services to continue participation in the LEA Medi-Cal Billing Option Program effective July 1, 2020.

LCAP GOAL AND ACTION/SERVICE:

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

1912113192
National Provider Identification Number

Effective Agreement Start Date: **July 1, 2020**

Official LEA Provider Name: San Ysidro Elementary School District

ARTICLE I – STATEMENT OF INTENT

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

ARTICLE II – LEA PROVIDER RESPONSIBILITIES

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), Title 22, Division 3 (commencing with Section 50000) and Title 5, Division 1, Sections 3029, 3051.12 and 3065; the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section and 49400; all as periodically amended.

2. Retain necessary records for a minimum of three years from the date of submission of the LEA Cost and Reimbursement Comparison Schedule (CRCS), as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA Program Provider Manual).

3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.

4. Ensure that all Medi-Cal beneficiaries are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).

5. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.

6. Annually put forth and certify the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR Section 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)

7. Accept as payment the approved LEA service rates minus the LEA Medi-Cal Billing Option Program related costs as set forth in the LEA Program Provider Manual.

8. Reinvest federal funds received for LEA services into LEA Services, as specified in 22 CCR Section 51270(b)(1) and 51360 for school children and their families.

9. Ensure the LEA's administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services are allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in OMB Circular A-87 § 32(a).

10. Establish or designate an existing collaborative interagency human services group (LEA local collaborative group) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA Medi-Cal Billing Option Program as set forth in 22 CCR Section 51270.

11. Provide LEA local collaborative group information including, name, title and organization of the collaborative partner. The LEA local collaborative group shall include parents/guardians and teachers of the children receiving LEA services, LEA Providers or potential LEA Providers, or their representatives.

12. Submit an Annual Report (AR) by the mandated due date after the close of each fiscal year, as outlined in 22 CCR Section 51270 and as set forth in the LEA Program Provider Manual.

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

14. Adhere to and comply with all federal and state third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and Centers for Medicare and Medicaid Services (CMS) and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Part433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR Sections 50761 et. seq. and 51005.

15. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Sections 14115 et. seq.

16. Not discriminate against any beneficiary on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.

17. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student's education record. Pursuant to 34 CFR, Part 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

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

    Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Part 431.300; 34 CFR Parts 99.30, 99.31 and 300.154; 45 CFR Part 164.502; W&I Code Section 14100.2; 22 CCR Sections 51009 and 51270(b)(4); and Education Code Sections 49060, and 49073 through 49079.

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

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

    If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: terminate this PPA, withhold future payments to the LEA

Provider for services rendered, or recoup payments made to the LEA Provider for services rendered under the LEA Medi-Cal Billing Option Program.

20. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.

21. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.

22. Abide by the Business Associate Addendum (BAA) (Exhibit A), as incorporated herein and made part of this Agreement by this reference. Data released to the LEA is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements released to the LEA are listed in Exhibit B.

23. Ensure that providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (i.e. 2 CFR Part 200 specifically, 2 CFR § 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

24. Participate in the Random Moment Time Survey (RMTS), as required for the cost settlement process. RMTS is a federally approved, web-based statistical sampling method used to capture the amount of time spent providing direct services to students by qualified health service practitioners that participate in the LEA Medi-Cal Billing Option Program, and is a required component of the reimbursement methodology. RMTS will be conducted quarterly during the school year, excluding the summer quarter. The LEA shall abide by the requirements and timelines for the survey submission and review, as set forth in the California School-Based Medi-Cal Random Moment Time Survey Manual.

25. Maintain an agreement, as required, with the LEA's regional Local Educational Consortium (LEC) or Local Governmental Agency (LGA) for the purpose of administering RMTS, as set forth in the California School-Based Medi-Cal Random Moment Time Survey Manual. LEAs may be responsible for associated RMTS participation fees.

26. Cooperate with its regional LEC or LGA, subcontractors, DHCS and federal government in the administration of RMTS for the purposes of participating in the LEA Medi-Cal Billing Option Program.

ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible beneficiaries in accordance with applicable medical necessity and utilization review requirements and billed in accordance with applicable claims submission requirements.

2. Make training available in proper documentation and billing procedures to LEA Providers.

3. Collect and review the LEA Annual Report.

4. Chair the LEA Ad Hoc Work Group meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

ARTICLE IV – BUDGET CONTIGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this PPA does not appropriate sufficient funds for the LEA Medi-Cal Billing Option Program, this PPA shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.

2. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this LEA Medi-Cal Billing Option Program, DHCS shall have the option to either cancel this PPA, with no liability occurring to DHCS, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding the LEA Program. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.

2. This PPA shall not be altered except by an amendment in writing signed by all parties. No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS and the LEA Provider.

Activation of Agreement

3. This PPA will be considered in effect, upon all the following occurring:

   a. This PPA is signed by authorized representatives of the LEA Provider and DHCS;
   b. Submission of the LEA Medi-Cal Provider Enrollment Information Sheet;
   c. Submission of Certification of State Matching Funds for LEA Services;
   d. Submission of Annual Report Financial Statement Data;
   e. Submission of LEA Local Collaborative Group Information identified in Article II, paragraph 11.

Agreement Termination

4. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this

PPA by the termination of its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to DHCS Provider Enrollment Division (PED). A copy of the termination request must be emailed by the LEA Provider to the DHCS LEA Medi-Cal Billing Option Program at LEA@dhcs.ca.gov.

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

Program Compliance

6. In accordance with 22 CCR Section 51270, each LEA Provider participating in the LEA Medi-Cal Billing Option Program must produce the following:

   a. An executed PPA
   b. An AR
   c. A CRCS or certification of receiving zero reimbursement for LEA services

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

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

7. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.

8. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.

9. If any term, condition, or provision of this PPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway. Notwithstanding the previous sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.

10. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.

11. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.

12. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, DHCS reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to DHCS's review and prior approval.

    Conflicts of interest include, but are not limited to:

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

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

LEA Name: San Ysidro Elementary School District NPI Number: 1912113192

ARTICLE VI – EXECUTION

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

Official LEA Provider Name: San Ysidro Elementary School District

Marilyn Adrianzen

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

Name of Second Authorized Representative
(If necessary)

Chief Business Official

Title of First Authorized Representative

Title of Second Authorized Representative

Signature of First Authorized Representative

Signature of Second Authorized Representative

Date

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY OFFICE OF EDUCATION TO PROVIDE PRESCHOOL GLAD TRAINING

BACKGROUND INFORMATION:
Preschool GLAD is about creating a rich environment of language, ideas, and concepts. Students engage in learning at their own entry points and are given multiple ways to respond. This model fosters a success-based, interactive environment that stresses cross-cultural respect and sensitivity that values the family, community, and language of the child. Preschool GLAD engages participants in thinking about how children learn language and introduces successful research-based strategies for creating a language rich setting that is alive with words, aloud with language, and results in language-rich learning.

Orange County Office of Education will provide two Preschool GLAD research & theory workshops, four days of class demonstrations, and six days of coaching, and a grant of up to $6,000.00 to purchase materials to support the implementation of the Preschool GLAD strategies.

RECOMMENDATION:
Approve/Ratify the agreement with Orange County Office of Education for implementation of a Preschool GLAD training at the District's Preschool and Child Development Center.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

REVENUE UP TO $6,000.00 (Amount)	Preschool & Child Development (Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

AGREEMENT NUMBER 48689

SAN YSIDRO SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of April, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the administration of the Dual Language Learners Professional Development grant for the Educational Services Programs, hereinafter referred to as PROGRAM; and

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT shall provide training to teachers and/or school administrators in OCDE's Preschool GLAD® training model as set forth on the "OCDE Preschool GLAD® Service Proposal with San Ysidro School District" attached hereto as Exhibit "A" and incorporated herein by reference. SUPERINTENDENT shall provide Dual Language Learner Professional Development Grant reimbursement to participating DISTRICT teachers as specified in "OCDE Preschool GLAD®

Dual Language Learners Professional Development Grant Reimbursement Terms and Conditions" attached hereto as Exhibit "B" and incorporated herein by reference for the Division of Educational Services.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on April 1, 2019, and will diligently perform as required and complete performance by June 30, 2020, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Six thousand dollars ($6,000.00) for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be made periodically upon satisfactory performance of services identified in Section 1.0 of this AGREEMENT and completion and approval of an itemized invoice. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Payment shall be mailed to: San Ysidro School District, 4350 Otay mesa Road, San Ysidro, California 92173, or at such other place as DISTRICT may designate in writing.

B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

E. All funds must be spent by March 30, 2020 and all invoices and original receipts must be received by the SUPERINTENDENT by April 30, 2020. DISTRICT shall submit invoices along with original receipts to:

Orange County Department of Education
Attention: Glory Maddox
200 Kalmus Drive
Costa Mesa, California 92626
gmaddux@ocde.us

4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

5.0 MATERIALS. DISTRICT 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: N/A.

6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. All presentation and education materials developed previously by DISTRICT and utilized in this AGREEMENT will remain the property of the DISTRICT.

7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

DISTRICT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

8.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

9.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense, and require all of its subcontractors, take out prior to commencing the services and maintain in full force and effect from the

commencement of services until expiration of this AGREEMENT a policy or policies of insurance covering DISTRICT'S and its subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage's shall be as follows:

A. Comprehensive General Liability Insurance in an amount not less than One million dollars ($1,000,000) per occurrence, combined single limit;

B. Comprehensive Automobile liability insurance covering all owned, non-owned and hired vehicles in an amount not less than One million dollars ($1,000,000) per occurrence;

C. Statutory Workers' Compensation Insurance;

D. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents and employees as an additional insured while rendering services under this AGREEMENT;

E. DISTRICT further agrees to provide a thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage;

F. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to

hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

10.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age or sex of such persons.

11.0 APPLICABLE LAW. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

12.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.

13.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS(EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT. Specifically, the DISTRICT will be required to comply with relevant State laws and regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations governing cost principles [Office of Management and Budget (OMB)

Circular A-133]. These regulations contain information regarding the programmatic requirements and the requirements for financial management maintenance of records, programmatic changes and budget revisions, contracting, and general administrative responsibilities. In addition, federal funds are also subject to the administrative requirements at 29 CFR, Part 97 for projects administered by State, local, or Indian tribal government and at 29 CFR, Part 95 for projects administered by institutions of higher education, hospitals, or non-profit organizations, Part 96 - Audit Requirements for Grants, Contracts and other Agreements.

14.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California Department of Education and United States Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain records of services provided and financial records for a period of three (3) years from the date of final payment under this AGREEMENT, and for such longer period, if any, as is required by applicable statute, or by any other cause of this AGREEMENT.

15.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of thirty (30) days prior written notice to the other party.

17.0 NOTICE. 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 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173
Attn:_____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

18.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

21.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous Understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: _____	PRINT NAME: Renee Hendrick
TITLE: _____	TITLE: Associate Superintendent
DATE: _____	DATE: January 15, 2020

_____
FEDERAL IDENTIFICATION NUMBER

SanYsidroSD-Federal Grant-DualLL(48689)20
Zip9

EXHIBIT "A"

OCDE Preschool GLAD®

A Program of Academic Excellence

Orange County Department of Education
200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628-9050
(714) 327-8181 FAX: (714) 437-5446

January 9, 2020

SERVICE PROPOSAL

With

San Ysidro School District

Preschool and Child Development Center
Lorena Varela-Reed - contact
4350 Otay Mesa Road
San Ysidro, CA 92173
lorena.varela-reed@sysdschools.org

for

OCDE Preschool GLAD® Training and Coaching

This Preschool GLAD® training is being offered under the Dual Language Learner Professional Development Grant. All training costs, including participant fees and travel are funded through the Grant. This Service Proposal will serve as Exhibit "A" to the Services Agreement to be entered into between the District and OCDE.

Tier I Training, Part I: 1-Day Workshop

This workshop provides the theoretical and research base for the OCDE Preschool GLAD® training. It also covers the OCDE Preschool GLAD® model and practical strategies including those to promote academic language, literacy, and cross-cultural respect in the classroom. The Preschool GLAD® Handbook is provided to each participant.

Date: **July 18, 2019 (8:00 am – 3:00 pm)**
Location TBD

Tier I Training, Part II: 4-Day In-class Demonstration Sessions

Following the 1-Day Workshop, teachers attend four (4) days of demonstration training where they observe the OCDE Preschool GLAD® model and strategies being

demonstrated during a regular preschool classroom schedule. Afternoons are used for "group processing" and "hands-on" planning for participants. Afternoon planning materials are not provided.

Date: **January 21-24, 2020 (8:00 am – 3:00 pm)**
Location TBD

Preschool GLAD® Coaching

Coaching supports OCDE Preschool GLAD® Tier I trained teachers in fully implementing OCDE Preschool GLAD® strategies. Coaching may include site visits, model lessons, observations and teacher meetings. OCDE Preschool GLAD® Coach will work with program director to determine what the specific coaching will include.
Dates:

Dual Language Learner Professional Development Grant Reimbursement

Each teacher employed by the District who works with preschool-aged children and attends the OCDE Preschool GLAD® Tier I Training Parts I and II (described above) is eligible to receive a Five Hundred Dollar ($500.00) reimbursement under the Dual Language Learner Professional Development Grant ("Reimbursement"). Participants must attend all five (5) days of the OCDE Preschool GLAD® Tier I Training in order to receive the Reimbursement. The Reimbursement is designed to support implementation of the OCDE Preschool GLAD® professional development training program at the District. Expenditure of the Reimbursement is strictly subject to the terms and conditions set forth in Exhibit B, attached hereto.

Number of participating teachers eligible for Reimbursement: 12 participants
Total amount of reimbursement: $6,000

TRAINING PARTICIPANTS

OCDE Preschool GLAD® Training: 12 participants

OCDE Preschool GLAD® Coaching: 8 days

This is a services proposal only. A fully executed Services Agreement with OCDE for the provision of OCDE Preschool GLAD® professional development training must be on file with OCDE before the commencement of any OCDE Preschool GLAD® trainings.

OCDE Preschool GLAD®
Dual Language Learners Professional Development Grant
Reimbursement Terms and Conditions
Exhibit B

1. **Purpose:**

Each teacher employed by the District who works with preschool-aged children and attends the OCDE Preschool GLAD® professional development training (described in Exhibit A) is eligible to receive a Five Hundred Dollar ($500.00) reimbursement under the Dual Language Learner Professional Development Grant ("Reimbursement"). Participants must attend all five (5) days of the OCDE Preschool GLAD® Tier I professional development training in order to receive the Reimbursement.

The Reimbursement is designed to support implementation of the OCDE Preschool GLAD® professional development training program at the District. Expenditure of the Reimbursement is strictly subject to the terms and conditions set forth herein.

2. **Definitions:**

Participating Program: the school district preschool program or qualified private preschool that is sending one or more teachers to the five (5) day OCDE Preschool GLAD® professional development training program (one (1) day workshop and four (4) days classroom demonstration).

Participating Teacher: employee of school district or qualified private preschool who works with preschool-aged children and attends the five (5) day OCDE Preschool GLAD® professional development training program. Each Participating Teacher must attend all five (5) days of the training to be eligible for the Reimbursement.

Reimbursement: Five Hundred Dollars ($500.00) reimbursement under the Dual Language Learner Professional Development Grant for each Participating Teacher.

3. **Terms and Conditions for the Expenditure of the Reimbursement:**

A. Authorized Expenditures of Reimbursement

Participating Programs may expend the Reimbursement funds on items or costs that directly support their implementation of the OCDE Preschool GLAD® professional development training program, including:

1. Office supplies (e.g., butcher paper, colored ink, masking tape, markers, etc.).
2. Classroom materials (e.g., books, puzzles, center enhancement items, etc.).
3. Substitute teacher costs (to cover for teachers participating in the OCDE Preschool GLAD® training).

B. Unauthorized Expenditures of Reimbursement

1. Equipment purchases (e.g., computers, printers, cameras, etc.).

C. Procedure for Accessing Reimbursement

1. Participating Programs must have a fully executed Services Agreement with OCDE for the provision of OCDE Preschool GLAD® professional development training.
2. Participating Programs must first expend the Reimbursement amount (as identified in Exhibit A – Service Proposal) on authorized expenditures.
3. Thereafter, the Participating Program must submit an invoice(s) with original receipts using the OCDE designated form to OCDE at the following address:

   Attention: Glory Maddux
   Orange County Department of Education
   200 Kalmus Drive
   Costa Mesa, CA 92628
   Fax: (714) 662-2314
   Email: gmaddux@ocde.us

   If there are any questions regarding the procedures for accessing the Reimbursement, please contact Glory Maddux at (714) 966-4116.

4. All funds subject to the Reimbursement must be spent by March 30, 2020.
5. All invoices and original receipts must be received by OCDE by April 30, 2020.
6. Participating Programs agree to have Participating Teachers complete any questionnaires or assessments provided by OCDE as required by the Dual Language Learners-Professional Development Grant.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MAXIM HEALTHCARE SERVICES

BACKGROUND INFORMATION:
Resource Specialist provides assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program.

Due to lack of Resource Specialists at San Ysidro Middle School, the District is hiring a Program Specialist through Maxim Healthcare Services, a Special Education Local Plan Area (SELPA) approved nonpublic agency, until the position is filled.

Cost Implication: $65.00 per hour x 7 hours/day = $455.00/day
Duration: as needed

RECOMMENDATION:
Approve/Ratify the agreement with Maxim Healthcare Services to provide Resource Specialist Teacher to San Ysidro Middle School until the position is filled at a rate of $455.00 per day.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$455.00 per day	School-Based Medi-Cal Administrative Activities (SMAA)
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 20th day of December 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Maxim Healthcare Services Company/Consultant	(619) 209-3696 Telephone Number
5030 Camino De La Siesta, Ste. 405, San Diego, CA 92108 Address	www.maximhealthcare.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: December 2, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consulta 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by

District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives** _____
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense

costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

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

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) 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 ***three (3)*** years after completion of work.

Verification of Coverage
Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The

District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by

District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Mutual Indemnification: To the fullest extent permitted by law, each Party agrees that it will be responsible for its own acts and the results thereof and shall defend, indemnify and hold the other Party harmless for all damages or claims to the extent arising out of their respective negligence or willful misconduct. The Parties shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

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.

COMPANY:	**Maxim Health Care Services**
Name:	Brandan McGee,
Title:	Assistant Controller
Address:	5030 Camino De La Siesta, Ste. 405
City/State/Zip Code:	San Diego, CA 92108
Telephone:	(619) 209-3696
Email:	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3091
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Maxim Healthcare Services
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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

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

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Maxim Healthcare Services will be providing Resource Specialist Program teaching staff to provide assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program.

Duration of service: As needed
Rate per hour: $65.00
Hours per day: 7

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2019-20

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to follow all fiscal reporting and auditing standards required of the ASES program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65.

For fiscal year 2019-2020, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: $920,863.03 minus 2% of grant for SDCOE's coordination, training, technical assistance and administrative support ~ $18,417.26 = $902,445.77.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of $920,863.03 for all school sites during school year 2019-2020.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, climate, and student engagement - Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

Grant Award: $920,863.03	ASES Grant
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

19201078

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2019 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California *Education Code* (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments

and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.**

2. Web-Based Attendance and Daily Attendance Accountability Requirements

1. In FY 19/20 District receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the "*Automated Card Scanning*" capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the *City Span System* the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposes follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the District's system must ensure that all Early Release/Late Arrival

Policies as well as ensure that all students that are counted for attendance purposes follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2017 California Education Code. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the CQI via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019. District is also responsible for following the county-wide CQI process that has been established by Educational Resource Consultants (ERC).

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of $8.88 per student per day for PM (After School) reimbursement and a rate of $5.92 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.
6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.

7. The District maintains an inventory record for each piece of equipment, with an acquisition cost of $500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
8. The record describes the acquisition by:

   (a) Type
   (b) Model
   (c) Serial number
   (d) Funding source
   (e) Acquisition date
   (f) Cost
   (g) Location
   (h) Current condition
   (i) Transfer, replacement, or disposition of obsolete or unusable equipment
   EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I).)

9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:
   - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
   - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
   - BASP reports program expenditures at the District and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
   - BASP line item budgets.
   - BASP time sheets, including time accounting methods.

10. The District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of $5,000 or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency.

    The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR),* Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

8. Additional ASES Program Operation Requirements

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the SDCOE Expanded Learning Program and the Children's Initiative (CI).
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy.
16. Each ASES funded District will be responsible for the development of a FY 2019-2020 After School Program Plan as part of the San Diego ASES Program Consortium. The District's ASES Program Plan template has been provided by the California Department of Education. Working in collaboration with the District Contact, Site Coordinator, Site Principal, and other CBO partnerships the District ASES program plan is due on October 17, 2019 to SDCOE via City Span.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2019-2020 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.

19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
21. Work with staff from the SDCOE and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. **<u>As the official Grantee of Record, the County will provide the following</u>:**

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's ASES funded before and after school programs.
18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the ASC resources.

19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment.
7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT**

WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.

9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Assurances attached to this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-10371-EZ **FY 19/20: PCA**: 24239 **VENDOR NO.** 10371: **SUFFIX NO.** EZ

11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall by July 1, 2019 through June 30, 2020.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

> "The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed** * $920,863.03 for District. However, District will only report expenditure up to $902,445.77 (98% of $920,863.03) and will receive a total of $902,445.77 if the district expends all their grant allocation and is in compliant with all grant requirements.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

** SDCOE will retain 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this should not be reported in the district expenditure report.*

12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

_____

_____

_____

_____

_____

County Contact:

Gabriela B. Delgado
Manager, Grants
SDCOE, Student Support Services
6401 Linda Vista Road, Room 410
San Diego, CA 92111
(858) 292-3733

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.

2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.

3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.

4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.

5. District obligation of confidence with respect to information submitted or disclosed to

District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;
(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
(iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

(i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
(ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
(iii) Each school district shall comply with access log requirements of Section 49064.
(iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
(v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

18. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:		
General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	$1,000,000 Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the state of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Director has determined that the Contractor/Provider will have **"greater than limited contact"** with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not

permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The Contractor/Provider has **certified in writing** to the SDCOE Director that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Title
12/17/19 Date	Date

San Diego County Office of Education
Funding Status per School
2019-2020

ne	CDSCode	School Name	School	Sub Program	Amount Awarded
Elementary	37683796089007	La Mirada Elementary	E	After School Base	$133,169.40
Elementary	37683796089007	La Mirada Elementary	E	Before School Base	$17,690.98
Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	$1,926.05
Elementary	37683796119341	Ocean View Hills	E	After School Base	$134,512.91
Elementary	37683796119341	Ocean View Hills	E	Before School Base	$12,281.18
Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	$1,396.60
Elementary	37683796098453	San Ysidro Middle	M	After School Base	$44,747.18
Elementary	37683796098453	San Ysidro Middle	M	Before School Base	$4,914.96
Elementary	37683796085146	Smythe Elementary	E	After School Base	$133,169.40
Elementary	37683796085146	Smythe Elementary	E	Before School Base	$20,827.69
Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	$951.11
Elementary	37683796093264	Sunset Elementary	E	After School Base	$133,169.40
Elementary	37683796093264	Sunset Elementary	E	Before School Base	$26,001.21
Elementary	37683790137737	Vista Del Mar	M	After School Base	$78,057.91
Elementary	37683790137737	Vista Del Mar	M	Before School Base	$12,281.18
Elementary	37683790137737	Vista Del Mar	M	Before School Supplemental	$217.96
Elementary	37683790123000	Willow Elementary	E	After School Base	$133,169.40
Elementary	37683790123000	Willow Elementary	E	Before School Base	$31,534.51
Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	$844.00
				TOTAL GRANT AMOUNT	$920,863.03
				GRANT AMOUNT, LESS 2%	$902,445.77

ASES Grant

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM

BACKGROUND INFORMATION:

The 21st Century Community Learning Centers (21st CCLC) initiative is the only Federal funding source dedicated exclusively for afterschool programs. The No Child Left Behind Act reauthorized 21st CCLC in 2002, transferring the administration of the grants from the U.S. Department of Education to the State education agencies. The program was again reauthorized in 2015 in the Every Student Success Act (ESSA). Each State receives funds based on its share of Title I funding for low-income students. Grants support afterschool programs that provide services to students attending high-poverty, low-performing schools. This grant is to improve academic achievement and provide safe & healthy recreation & prevention activities for student at qualified school sites. The schools that will be receiving these funds are Willow and San Ysidro Middle School.

The 21st CCLC is administered by the San Diego County Superintendent of Schools in accordance with provisions of the California Education Code. The 21st CCLC are considered direct grants and the California Department of Education (CDE) shall pay grantees according to an authorized schedule. The total amount for the District is $105,300.00, the SDCOE will retain 2% ($2,106.00) of grant funds for county-wide program coordination, technical assistance and program support. Program funds will be dispersed to the District based on reimbursement from CDE, Annual 21st CCLC allocation shall not exceed $103,194.00.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the 21st Century Community Learning Center Program (CCLC) grant award allocations in the amount of $105,300.00 for school year 2019-2020. Schools benefiting from these funds are San Ysidro Middle School and Willow School.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, climate, and student engagement - Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

Grant: $105,300.00 (Amount)	21st CCLC Grant (Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

19201226

MEMORANDUM OF AGREEMENT

This Agreement for the 21st Century Community Learning Center Program (21st CCLC) is entered into this 1st day of July 2019 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to District for up to the entire grant amount allocated for the 21st CCLC Program. Any invoice from the California Department of Education (CDE) to the County due to District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

21ST CCLC Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish 21st CCLC after school component program goals.
4. Establish a policy for early release of students attending the 21st CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the 21st CCLC before school component is operational. Middle school or junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the 21st CCLC before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent 21st CCLC grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7(a) (1) (A).** California Education Code 8483.7(a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is

subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7 shall result in a reduction of the 21st CCLC grant award allocations.**

2. <u>Web-Based Attendance and Daily Attendance Accountability Requirements</u>.

1. In FY 19/20 District receiving 21st CCLC funds must implement the City Span Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the "*<u>Automated Card Scanning</u>*" capability for the system. The *<u>City Span Web-based Attendance Tracking System</u>* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21st CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21st CCLC program.
3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the *<u>City Span System</u>* the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All Districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21st CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21st CCLC program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 21st CCLC programs. During the attendance review the District's system must ensure that all Early Release/Late Arrival

Policies as well as ensure that all students that are counted for attendance purposes follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all 21st CCLC sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as requested by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the 21st CCLC program evaluations including but not limited to Annual Performance Reports.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of $7.50 per student per day for PM (After School) reimbursement and a rate of $5.00 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.

3. Upon notification of overpayment of the 21st CCLC grant in excess of the grant award amount or request for reimbursement of unexpended 21st CCLC grant funds by the CDE, District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations, and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the 21st CCLC grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the 21st CCLC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the agency's CDE approved indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
4. Funds must supplement, not supplant, existing services. Programs cannot use 21st CCLC funds to pay for existing levels of service.
5. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
6. The District agency spends no more than the greater of 6 percent of the grant amount or seven thousand five hundred dollars ($7,500) to collect outcome data for evaluation and for reports as required by the CDE. (EC § 8426(g) (2).)
7. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3),(4).), District can be required to provide copies of the following documents to SDCOE:
    - Before and After School Program (BASP) contracts – for ASES, ASSETs and 21st CCLC subcontracts to provider agencies that operate Before and/or After School Programs.
    - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
    - BASP reports program expenditures at the District and site level that clearly demonstrate that the 85/15 requirement is met. These reports will be completed via the City Span Web-based Attendance and Fiscal Management System.

- BASP line item budgets.
- BASP time sheets, including time accounting methods.

8. The District will need prior approval from SDCOE to make a capital expenditure purchase with 21st CCLC, grant funds of $5,000 or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as a direct cost when approved by the awarding agency.

   The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations(CFR),* Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

8. Inventory

1. The District maintains an inventory record for each piece of equipment, with an acquisition cost of $500 or more per unit that is purchased with state and/or federal funds.
2. The record describes the acquisition by:

   (a) Type
   (b) Model
   (c) Serial number
   (d) Funding source
   (e) Acquisition date
   (f) Cost
   (g) Location
   (h) Current condition
   (i) Transfer, replacement, or disposition of obsolete or unusable equipment
   EC § 35168; 5 CCR 3946; 34 CFR 80.32(d)(I).

3. The District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d)(2)).

9. Additional 21st CCLC Program Operation Requirements.

1. Designate a 21st CCLC Contact person.
2. Ensure the designated 21st CCLC Contact attends the scheduled 21st CCLC District Contact meetings provided by the SDCOE Expanded Learning Program and the Children's Initiative (CI).
3. Operate the 21st CCLC to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate 21st CCLC programs.

5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the 21st CCLC program.
14. Notify the County in the event the District intends to close or relocate an 21st CCLC program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy.
16. Each 21st CCLC funded District will be responsible for the development of a FY 2019-2020 After School Program Plan as part of the San Diego 21st CCLC Program Consortium. Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the District's 21st CCLC program plan is due on October 10, 2019 to SDCOE via City Span.
17. District staff will review the 21st CCLC program plan annually and provide updates and/or revisions based on 21st CCLC program components, California Department of Education guidelines, identified District program changes based on grant reduction or new sites.
18. Each district 21st CCLC Program plan will identify FY 2019-2020 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that 21st CCLC staff attends countywide, regional, and District-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
21. Work with staff from the SDCOE and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

10. <u>As the official Grantee of Record, the County will provide the following</u>:

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the 21st CCLC programs.
4. Establish and process Memoranda of Agreement (MOAs) with all Districts providing after school services via 21st CCLC grants.
5. Maintain files of MOAs and invoices submitted by implementing districts.
6. Establish and maintain master files of 21st CCLC participants, funding levels, attendance, expenditures, allocations and payment transmittals.
7. Verify all 21st CCLC funding levels and allocations based on official records provided by CDE.
8. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
9. Develop, verify, and obtain appropriate signatures on all required 21st CCLC reports for submission to CDE.
10. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
11. Provide funding notification and payment distribution to Districts in a timely manner.
12. Ensure that program goals are met efficiently and effectively.
13. Ensure that information on fiscal requirements is shared with all partners expediently.
14. Compile required annual progress reports and submit them in a timely manner.
15. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
16. Convene, in coordination with District, meetings of after school stakeholders, as necessary.
17. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
18. Identify and secure program support resources, including volunteer staff, for 21st CCLC program providers that garner cash and in-kind contributions to the Consortium equal to at least one-third of the total annual amount retained by County.
19. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's 21st CCLC funded before and after school programs.
20. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the SDCOE and the Children's Initiative.
21. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating Districts.

22. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
23. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
24. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
25. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

11. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The District will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate 21st CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
7. If an 21st CCLC program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the District.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**

9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Assurances attached to this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

Cohort:	**CDE GRANT NO.** 37-14349-10371-0A FY 19/20 **PCA** 14349
	VENDOR NO. 10371 **SUFFIX NO.** 0A

12. PERIOD OF AGREEMENT

According to the terms of the 21st CCLC Program (21st CCLC) grant, the term of this Agreement shall be July 1, 2019 through June 30, 2020.

13. COMPENSATION/COSTS AND PAYMENT SCHEDULE

The 21st CCLC are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

> "The department shall allocate 25 percent of the grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the department. Of the remaining 75 percent of the grant, the department shall allocate payments in increments of 25 percent, 25 percent, 15 percent and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual 21st CCLC allocation(s) **shall not exceed $103,194.00.** All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

Payments of the grant may differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The District's inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all 21st CCLC grant funds as determined by CDE 3) Any 21st CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21st CCLC funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

** SDCOE will retain a 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this must not be reported on the District's Expenditure Report.*

14. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

_____
_____
_____
_____
_____
_____
_____

County Contact:

Gabriela B. Delgado, Senior Manager
Student Services and Programs
SDCOE, Student Support Services
6401 Linda Vista Road, Room 410
San Diego, CA 92111
(858) 292-3733

15. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.

2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.

3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.

4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.

5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

16. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

i. The disclosure is authorized by this Agreement;

ii. The Contractor received advance written approval from the Contracting Department to disclose the information; or

iii. The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

i. Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
ii. Each agency and school District shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
iii. Each school District shall comply with access log requirements of Section 49064.
iv. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
v. An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other

remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

17. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise); and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

18. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

19. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

20. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

21. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the state of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

22. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

23. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

24. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for

property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:		
General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	$1,000,000 Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

25. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

26. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

26. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

28. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The County Program Manager has determined that the Contractor/Provider will have **"greater than limited contact"** with pupils and the

Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The Contractor/Provider has **certified in writing** to the County Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

29. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
per M.S.	
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	
Title	Title
1/28/2020	
Date	Date

San Diego County Office of Education
Funding Status per School
2019-2020

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-14349-10371-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Base	$27,000.00
37-14349-10371-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Supplemental	$8,100.00
37-14349-10371-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$54,000.00
37-14349-10371-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	$16,200.00
					TOTAL GRANT AMOUNT	**$105,300.00**
					GRANT AMOUNT, LESS 2%	**$103,194.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE AGREEMENT WITH RAPTOR TECHNOLOGIES, LCC FOR VISITOR MANAGEMENT SERVICES

BACKGROUND INFORMATION:
The Raptor Visitor Management System is the core of an integrated set of technology solutions designed to protect students, faculty, and staff. The services provide a web-based software application that has been developed with the purpose of aiding facilities in tracking visitors, volunteers, and faculty members. The services will include screening visitors, alerts, history, reports, equipment and remote web/based installation and training.

Raptor Visitor Management System was implemented during the 2018-19 school year at the District office, all seven school sites, and the Child Development Center with the purpose of providing security measures for the safety of our students and staff.

The District would like to extend the term of the agreement to fiscal year 2019-2020 (October 1, 2019 to September 30, 2020) for an annual fee of $4,860.00. All other terms and conditions on the original agreement dated September 14, 2019 remain the same.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the Raptor Technologies, LCC Agreement extending the term of the agreement to 2019-20, to continue with the District-wide Visitor Management System at a cost of $4,860.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #2: Safety, Climate, and Student Engagement – Action 2.4: Continue to provide campus security at each school site. Personnel will be provided professional development in the areas of restorative practices, trauma information care, etc. Implement visitor management software at each school site and upgrade communication system to improve school and district safety.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$4,860.00 (Amount)

General Fund (Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT
For License Agreement

AMENDMENT NO. 1

This AMENDMENT is made effective on February 14, 2020, and it is made by and between Raptor Technologies, hereafter called "Raptor," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Raptor, provides a Visitor Management System for all seven school sites, the Preschool & Child Development Center and the District Office as a security measure for the safety of students and staff.

WHEREAS, the Raptor and District's current agreement dated September 14, 2018.

NOW, THEREFORE, Raptor and the District agree as follows:

Per Section 9 of the original agreement:

The District would like to amend the term of the agreement to FY 2019-20 (October 1, 2019 to September 30, 2020) for an annual fee of $4,860.00. All other terms and conditions on original agreement dated September 14, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

RAPTOR:	DISTRICT:
Raptor Technologies P.O. Box 7966 Houston, TX 77270 (713) 880-8902	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476
Signature	Signature
Name & Title	Marilyn Adrianzen Chief Business Official Name & Title
Email	marilyn.adrianzen@sysdschools.org Email
Date signed	/ Date signed Board approved

RAPTOR®
TECHNOLOGIES

PO Box 7966::Houston, TX 77270::713-880-8902

Date Created 8/1/2019

Renewal Notice No. 57152 RN

Your Service Ends On

10/1/2019

To avoid loss of service, please pay renewal fee on or before the above service end date.

Renewal Notice

Bill To ::

San Ysidro School District
Accounts Payable
4350 Otay Mesa Rd
San Ysidro, CA 92173

Ship To ::

San Ysidro School District
Office
4350 Otay Mesa Rd
San Ysidro, CA 92173

Terms
Renewal (2M)

"Protect Every Child, Every School, Every Day"

Federal Tax ID # 45-4914152

Description	Quantity	Price Each	Amount
One (1) Year Raptor 6 Annual Access Fee Renewal ($540 per location). Admin Building, Child Development Center, La Mirada Elementary School, Ocean View Hills School, San Ysidro Middle School, Smythe Elementary School, Sunset Elementary School, Vista Del Mar Elementary School, Willow Elementary School	9	540.00	4,860.00

E-mail Purchase Order to renew@raptortech.com.

For Credit Card payment e-mail renewal number, district and school name to renew@raptortech.com

Check Remittance Address:
Dept 141 ::PO Box 4458:: Houston, TX :: 77210-4458

Total $4,860.00

TERMS AND CONDITIONS:
1. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement which can be found at www.raptortech.com/SubscriptonAgreement.html
2. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
3. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
4. Please be aware that sales and use tax may apply and you may be required to remit use tax on this purchase based on your state tax rules.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ 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 for the purchase of 43 student licenses from Renaissance Learning at the cost of $1,240.55; 11 student licenses from Achieve3000 at the cost of $572.00; 2 activity tables at the cost of $757.18; Title I teacher to support student learning at the approximate cost of $3,377.20; and copy paper in the amount of $59.00 for Title I parent involvement.

The total amount of Title I allocations for school year 2019-2020 shall not exceed $6,006.00.

RECOMMENDATION:
Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2019-2020 school year at a cost not to exceed $6,006.00.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.21 & Goal 3: Parent Engagement – Parent participation in the educational process will increase annually – Action 3.8

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

Total Allocation	Title I Fund
$6,006.00	
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Memorandum of Understanding Title I

Provision of Title I
Programs and Services to Private Schools
2019-2020 School Year

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 2019-2020 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 2019-2020 school year, Our Lady of Mt Carmel identified intervention services, specifically the Learning Support Program, as an area of need for its students.

Term: July 1, 2019 – June 30, 2020

Section 3: What services and products will be provided?

After a meeting on October 17, 2019, Our Lady of Mt Carmel (OLMC) requested funding for the purchase of the following:

1. Forty-three (43) student licenses from Renaissance Learning at the cost of $1,240.55,
2. Eleven (11) Achieve3000 student licenses at the cost not to exceed $572.00
3. Two (2) Markerboard Activity Tables at the cost of $757.18
4. One (1) Title I Teacher for approximately $3,377.27
5. Copy paper in the amount of $59.00 for Title I parent involvement.

The total amount of Title I funding for school year 2019-2020 shall not exceed $6,006.00.

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

(a) The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. Licenses from Renaissance Learning will give access to 43 students to use Accelerated Reader/Math and Star 360, Achieve3000 licenses are $52.00 per student, per year. Two (2) activity tables will be used by students in grades Kindergarten through 8th. Title I Teacher will provide student learning using the grade level books, programs, computers/IPads.

The items listed in section 3 will be provided for the use of Title I SYSD students enrolled at Our Lady of Mt Carmel.

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 resources provided to Title I.
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: _____Phone No: _____

Signature: _____ Date: _____

Title: _____

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title I Funds
(Regular)
San Ysidro School District

Date Submitted: 01/29/2020

Materials/Programs/Services being requested:

- Renaissance renewal: Accelerated Math and Accelerated Reader Subscriptions
- Renaissance Star 360 Applications
- Eleven (11) Achieve 3000 student licenses
- Two (2) Markerboard Activity Tables
- Title I Teacher

Cost of Materials/Programs:

Renaissance renewal: Accelerated Math & Accelerated Reader Subscriptions

Total = $ 724.55

43 student licenses at $8.40 each

Renaissance Star 360 Applications

Total = $ 516.00

43 student licenses at $12.00 each

Eleven (11) Achieve 3000 student licenses

Total = $ 572.00

$52.00 per student license, per year

Two (2) Markerboard Activity Tables

Total = $ 757.18 (before taxes & shipping)

Classroom Select Apollo Markerboard Activity Table, Kidney, LockEdge, 48 x 72 Inches, Various Options

https://www.amazon.com/Classroom-Select-Markerboard-Activity-LockEdge/dp/B07FDP9NM8/ref=sr_1_4?crid=JVPW22Z9ORHL&keywords=kidney+table+whiteboard&qid=1578680236&sprefix=kidney+table+%2Caps%2C246&sr=8-4

Blessed Be God!

Cost of Materials/Programs: *(continued Title I Regular, page 2)*

Title I Teacher

Total = remaining Title I (regular) balance of approximately $ 3,377.27

School District official Title I Teacher to support student learning using the grade level books, programs, computer/Ipad's.

Blessings,

Sr. Eva Lujano
Principal

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title I Funds
(Parents)
San Ysidro School District

Date Submitted: 01/10/2020

Materials/Programs being requested:

- Printing Paper

Cost of Materials/Programs:

Printing Paper

Total = $59.00 (use all allocated funds)

Designated district vendor.

Blessings,

Sr. Eva Lujano
Principal

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private 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.

Our Lady of Mt. Carmel School participated in the Limited English Proficient (LEP) Student Program funded under the ESEA, Title III, Part A for the 2019-20 school year. According to the most recent English learner (EL) student identification procedures, 20 ELs were identified in November 2019. Total allocations for Title III funds based on the number of EL students should not exceed $1,085.00.

Our Lady of Mt. Carmel is requesting the purchase of seven (7) Chromebooks (see attachment.) These Chromebooks will be utilized in the Learning Support Program and provide ELs with resources to master the English language.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2019-2020 school year at a cost not to exceed $1,085.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.20

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed** MM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

Total Allocation	Title III Fund
$1,085.00	
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Memorandum of Understanding ESEA Title III

Provision of Limited English Proficient Student Programs and Services to Private Schools

2019-2020 School Year

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 English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2019-2020 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 EL students.

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

Based on the most recent EL student identification procedures, 20 ELs were identified in November 2019.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment for those students for whom a language other than English was entered on the HLS. SYSD shall determine when EL students become fluent English-proficient.

Section 3: What services and products will be provided? (Examples are included in this section.)

The following materials and programs are requested by Our Lady of Mt Carmel:

- Seven (7) Chromebooks

This program will be utilized in the Learning Support Program and provide English Learners with resources to master the English language through vocabulary acquisition in research projects and informational writing.

SYSD will provide the following:

- District shall pay for the materials as described above. The amount shall not exceed $1,085.00 for the 2019-2020 school year.

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

(a) The materials will be ordered immediately upon approval by the SYSD Governing Board and delivered to Our Lady of Mount Carmel.

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 services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

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

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: _____Phone No: _____

Signature: _____ Date: _____

Title: _____

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title III Funds
San Ysidro School District

Date Submitted: 01/10/2020

Materials/Programs being requested:

- Seven (7) Chromebooks

Cost of Materials/Programs:

Seven (7) Chromebooks

Total = $979.16 (before taxes & shipping)

Samsung Chromebook 3, 11.6", 4GB RAM, 16GB eMMC, Chromebook (XE500C13)

https://www.amazon.com/gp/product/B01N5P6TJW ref=ppx_yo_dt_b_search_asin_title?ie=UTF8&psc=1

Blessings,

Sr. Eva Lujano
Principal

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV, PART A 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: 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 2019-20 school year. The total allocation for Title IV, Part A funds for Our Lady of Mt. Carmel School should not exceed $3,316.00.

Our Lady of Mt. Carmel is requesting items and materials to improve their STEM program. This includes the following items: Makerblock DIY ultimate Robot kit, Makerblock mBot Robot kits, Camera Surveillance System, creative kids flakes, Building toy Engineering Sticks, LEGO building toys, plastic pattern blocks, BO toys deluxe building set, Dreambuilder magnetic tiles set, snowflake building blocks and Mathlink cubes.

RECOMMENDATION:

Approve the Academic Enrichment Program Spending Plan for Our Lady of Mount Carmel School for Title IV-A funds and services for the 2019-2020 school year at a total cost of $3,316.00.

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 **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocation	
$3,316.00	Title IV, Part A Funds
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Memorandum of Understanding Title IV, Part A

Provision of Title IV, Part A
Programs and Services to Private Schools
2019-2020 School Year

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 IV Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title IV, Part A for the 2019-2020 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 IV, Part A students.

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

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2019-2020 school year, Our Lady of Mt Carmel identified a lack of STEM materials for Kindergarten to 4th grade and in order to provide a comprehensive STEM program, they need additional materials.

Term: July 1, 2019 – June 30, 2020

Section 3: What services and products will be provided?

After meeting on October 17, 2019 and February 3, 2020, Our Lady of Mt Carmel (OLMC) requested funding for the purchase of the following items:

1. Two (2) Makerblock DIY Ultimate Robot Kits - $349 each
2. Seven (7) Makerblock mBot Robot Kits - $79.99 each
3. Oculur 8-Camera Surveillance System All-in-One Solution - $1,808.50
4. Creative Kids Flakes – 600 piece $14.99
5. Building Toy, Engineering Sticks - $17.99
6. LEGO Building Toys - $27.99
7. Plastic Pattern Blocks - $13.99
8. BO Toys Deluxe Building Set - $16.95
9. DreambuilderToy Magnetic Tiles Set - $25.00
10. Snowflake Building Blocks - $21.16
11. Mathlink Cubes - $12.99

The total amount of Title IV, Part A funding for school year 2019-2020 shall not exceed $3,316.00.

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

(a) The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. All items listed on section 3 will be used to increase access to STEM for underserved and at-risk student populations, provide hands-on learning opportunities in STEM and expand environmental education.

The items listed in section 3 will be provided for the use of Title IV SYSD students enrolled at Our Lady of Mt Carmel.

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 resources provided to Title IV.
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: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

February 5, 2020

To: San Ysidro School District
Re: Our Lady of Mount Carmel School Title IV-A Funds (2019-2020)

Below please find our plan for the use of Title IV-A funds, as well as additional information about our STEM program and our purchase requests.

Needs Assessment:

What was used to assess the needs of your students in STEM?
In-house inventory was taken of STEM materials for younger students. We noticed that there is a lack of STEM materials for Kindergarten to 4th grade. In order to provide a comprehensive STEM program, we need these additional materials in class.

Priority of Needs (list the most significant first):	
1.	Two (2) Makerblock DIY Ultimate Robot Kits
2.	Seven (7) Makerblock mBot Robot Kits
3.	Oculur 8-Camera Surveillance System All-in-One Solution
4.	Creative Kids Flakes - 600 Piece
5.	Building Toy, Engineering Sticks
6.	LEGO Building Toys
7.	Plastic Pattern Blocks
8.	BO Toys Deluxe Building Set
9.	DreambuilderToy Magnetic Tiles Set
10.	Snowflake Building Blocks
11.	Mathlink Cubes

Title IV-A Plan:

Category of Service:
• Well-Rounded Education - STEM • Technology - Equipment / Devices

Goal
Expand high-quality STEM courses; Increase access to STEM for underserved and at risk student populations; Provide hands-on learning opportunities in STEM; and Expand environmental education.

Objective(s)	
1.	Support student participation in STEM nonprofit competition.
2.	Integrate other academic subjects, including the arts, into STEM subject programs.

Programs and Services: Describe the program, services or other activities you would like to implement to address these identified needs. Prioritize programs and services as related to meeting the needs, goal, and objective(s) noted above.
During STEM days and classes, students will be exposed to some across the curriculum, hands-on learning opportunities in STEM - including science, math, arts, and technology.

Evaluation Plan: Describe the formalized plan for determining the extent to which the goal was achieved and how these services and programs will contribute to improving student academic achievement.
Students take pre-test before STEM lesson, similar to: 1. What do I want to know 2. What I have learned Then, students take a post-test.

Blessings,

Sr. Eva Lujano, S.J.S.
Principal

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title IV Funds

(Student Support/Academic Enrichment)

San Ysidro School District

Date Submitted: 02/04/2020

Materials/Programs being requested:

- Oculur 8-Camera Surveillance System All-in-One Solution
- Two (2) Makerblock DIY Ultimate Robot Kit
- Creative Kids Flakes - 600 Piece
- LEGO Building Toys
- Mathlink Cubes
- Plastic Pattern Blocks
- BO Toys Deluxe Building Set
- DreambuilderToy Magnetic Tiles Set
- Snowflake Building Blocks
- Building Toy, Engineering Sticks
- Seven (7) Makerblock mBot Robot Kits

Cost of Materials/Programs:

Oculur 8-Camera Surveillance System All-in-One Solution

Total = $1,808.50 (before taxes & shipping)

8-camera Turret IP Security Camera System 4MP—20fps @2688x1520p, True WDR, Weatherproof, 2TB of Storage, LTN8708-d4WM

https://www.a1securitycameras.com/oculur-security-8-camera-ip-security-turret-camera-system-ltn8708-d4wm.html

Two (2) Makerblock DIY Ultimate Robot Kits

Total = $698.00 (before taxes & shipping) / $349. 00 each

Makeblock DIY Ultimate Robot Kit - Premium Quality - 10-in-1 Robot - STEM Education - Arduino - Scratch 2.0 - Programmable Robot Kit for Kids to Learn Coding, Robotics and Electronics

https://www.amazon.com/dp/B00W6Y0Z4E/?coliid=I13DEQPM42TJYI&colid=5LSDU7WOSUCE&psc=1&ref_=lv_ov_lig_dp_it

Creative Kids Flakes - 600 Piece

Total = $14.99 (before taxes & shipping)

Creative Kids Flakes - 600 Piece Interlocking Plastic Disc Set for Fun, Creative Building - Educational STEM Construction Toy for Boys & Girls - Non Toxic, Ages 3+

https://www.amazon.com/Creative-Kids-Flakes-Interlocking-Construction/dp/B077T2GPNC/ref=as_li_ss_tl?ie=UTF8&qid=1528902308&sr=8-5&keywords=brain+flakes&linkCode=sl1&tag=theappleteac-20&linkId=dec0ed84f683bc7026caec95d52da241

Continued on next page.

Blessed Be God!

Cost of Materials/Programs: *(continued, Title IV page 2)*

LEGO Building Toys

Total = $27.99 (before taxes & shipping)

LEGO Classic Medium Creative Brick Box 10696 Building Toys for Creative Play; Kids Creative Kit (484 Pieces)

https://www.amazon.com/LEGO-Classic-Medium-Creative-Brick/dp/B00NHQFA1I/ref=as_li_ss_tl?s=toys-and-games&ie=UTF8&qid=1528915855&sr=1-4&keywords=legos&linkCode=sl1&tag=theappIteac-20&linkId=373050e4686e47c65f45b43b765ca0ea

Mathlink Cubes

Total = $12.99 (before taxes & shipping)

Learning Resources Mathlink Cubes, Educational Counting Toy, Early Math Skills, Set of 100 Cubes

https://www.amazon.com/Learning-Resources-Mathlink-Educational-Counting/dp/B000URL296/ref=as_li_ss_tl?s=toys-and-games&ie=UTF8&qid=1528919195&sr=1-4&keywords=connecting+cubes&linkCode=sl1&tag=theappIteac-20&linkId=2787d0f0c3f8517d3ac8b34ff2a5b7a8

Plastic Pattern Blocks

Total = $13.99 (before taxes & shipping)

Learning Resources Plastic Pattern Blocks, Shape Recognition, Early Math Skills, Set of 250, Ages 4+

https://www.amazon.com/Learning-Resources-Plastic-Pattern-Blocks/dp/B00004WKPP/ref=as_li_ss_tl?s=toys-and-games&ie=UTF8&qid=1528919460&sr=1-4&keywords=pattern+blocks&linkCode=sl1&tag=theappIteac-20&linkId=a19a5b1ee42889a10b4e4110bbd55234

BO Toys Deluxe Building Set

Total = $16.95 (before taxes & shipping)

Bo Toys Deluxe Gears Building Set, Learning Blocks , Spinning Gears, 170 pcs

https://www.amazon.com/dp/B07578WFMV/ref=as_li_ss_tl?co-liid=I3SU3LD71RZ95F&colid=2TW0WSMG6MSV9&psc=0&ref_=lv_ov_lig_dp_it&linkCode=sl1&tag=theappIteac-20&linkId=c29e4c2fc153a930d1a5438f9cfba54f

Continued on next page.

Blessed Be God!

Cost of Materials/Programs: *(continued, Title IV page 3*

DreambuilderToy Magnetic Tiles Set

Total = $25.00 (before taxes & shipping)

dreambuilderToy 106 PCS Magnetic Tiles Set, STEM Building Block Preschool Educational Construction Kit, 3D Magnetic Toys (106 Pieces)

https://www.amazon.com/DreambuilderToy-Magnetic-Preschool-Educational-Construction/dp/B01NAHMM2R/ref=as_li_ss_tl?s=toys-and-games&ie=UTF8&qid=1528970672&sr=1-8&keywords=magnetic+tiles&linkCode=sl1&tag=theappIteac-20&linkId=faa23de8dc478a12bc7dfa6330323a88

Snowflake Building Blocks

Total = $24.16 (before taxes & shipping)

Building Blocks Set for Preschool, Toddlers and Kids of All Ages STEM Educational Toy

https://www.amazon.com/Snowflake-Building-Blocks-Kids-Educational/dp/B077742B1C/ref=as_li_ss_tl?s=toys-and-games&ie=UTF8&qid=1528971881&sr=1-3-fkmr2&keywords=puffy+snowflake+blocks&linkCode=sl1&tag=theappIteac-20&linkId=01c3849612efe4666be565c37cf1333a

Building Toy, Engineering Sticks

Total = $17.99 (before taxes & shipping)

Building Toy, NextX 300 Pieces Educational Building Toy, Toy Stem Learning Set for Boys and Girls Ages 3 4 5 6 7 8 9 10 Year Old Enginnering and Educational Kit

https://www.amazon.com/dp/B06ZYVC88J/ref=as_li_ss_tl?coliid=I10VLJRV8BGG2P&colid=2TW0WSMG6MSV9&psc=0&ref_=lv_ov_lig_dp_it&linkCode=sl1&tag=theappIteac-20&linkId=6993dfe8bdd880f77b06839a59f23abc

Seven (7) Makerblock mBot Robot Kits

Total = $559.93 (before taxes & shipping) / $79.99 each

Makeblock mBot Robot Kit for Kids Ages 8+, STEM Education, Entry-Level Programming DIY Mechanical Building Blocks Robot, Suitable for Window/macOS/Linux/Chrome OS(Blue, Bluetooth Dongle, Classroom)

https://www.amazon.com/dp/B07L59DZPT/?coliid=I3GFQYQ7G7USVG&colid=5LSDU7WOSUCE&psc=1&ref_=lv_ov_lig_dp_it

Blessings,

Sr. Eva Lujano
Principal

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Information Management Systems
Todd Lewis, Director

INITIAL

☐ Informational
☒ Action

AGENDA ITEM: 2019-2020 E-RATE CATEGORY 1 NETWORK SERVICES

BACKGROUND INFORMATION:
The District published a request to acquire E-Rate Category 1 network services for Fiber Metro Ethernet WAN services through RFP 02 (2019/2020) and for Internet Services through E-Rate Form 470 for prospective bidders, which were advertised on the Universal Service Schools and Libraries (USAC) E-Rate website on December 4, 2019. If the District's E-Rate application is approved by USAC, the District is eligible for up to a 90% discount based upon the District's free and reduced lunch program percentage. In addition, if the District is approved for the California Teleconnect Fund (CTF), the District is eligible for an additional up to 50% discount for internet and broadband.

Public Contract Code section 20118.1 provides as follows: "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

Two vendors responded, with one of these vendors deemed non-responsive due to submitting their proposal after the bid deadline. After review, it was determined that Cox Communications California LCC, Cox California Telecom, LCC met the required criteria and was one of the lowest bidders. Attached is the bid tabulation list of participants. *The Total Monthly does not include taxes or any other government fees or discounts.

Cox Communications California LCC, Cox California Telecom, LCC	
School Sites (7) Metro-E (1GB)	$5,425.00
District Office Aggregate (8GB)	$2,495.00
Internet (2GB)	$2,180.00
Total Monthly	**$10,100.00***

RECOMMENDATION:
Approve to award RFP 02 and E-Rate Form 470 Category 1 agreement to Cox Communications California LCC, Cox California Telecom, LCC for 3 year(s) beginning July 1, 2020 and ending June 30, 2023, with 2 separate one-year renewal terms which may be exercised upon mutual written agreement for the amount of $10,100 per month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

ESTIMATED $121,200.00 (Amount)

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

E-rate Funds (Name of funding source and/or location)

Requisition #

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

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Superintendent's Office Certification:

Cox Account Rep:	Sally Bowen	**Cox System Address:**	
Phone Number:		5159 Federal Blvd	
Fax Number:		, CA 92105	

Customer Information		**Authorized Customer Representative Information**	
Legal Company Name:	San Ysidro School District	**Full Name:**	TODD LEWIS
Street Address:	4350 OTAY MESA RD	**Billing Contact:**	000-000-0000
City/State/Zip:	SAN YSIDRO, CA 92173	**Fax:**	
Billing Address:	4350 OTAY MESA RD	**Contact Number:**	619-428-4476
City/State/Zip:	SAN YSIDRO, CA 92173	**Email Address:**	todd.lewis@sysd.k12.ca.us
Cox Account #:	541-943581-01		
Merge Bill	Yes		
Taxes and Fees Not Included			

Service Address: 4350 OTAY MESA RD, SAN YSIDRO, CA, 92173 — **Phone: 000-000-0000** — **Cox Account ID: 541-943581-01**

Service Description	Prev QTY	New QTY	Unit Price	Term *(Months)*	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 2 Gbps		1	$2,180.00	36	New	$2,180.00	
IP Address Block - /29 (8 IPs)		1	$0.00	36	New	$0.00	
IP Address Block - /24 (256 IPs)		3	$0.00	36	New	$0.00	
Metro E-8Gb UNI Intrastate		1	$2,495.00	36	New	$2,495.00	
COX OPTICAL INTERNET INSTALLATION		1	$0.00				$0.00
Metro E-Install EVC Intrastate		1	$0.00				$0.00

Equipment Description	Quantity	Unit Price	Total Fee

Totals for San Ysidro School District:	**MRC:**	$4,675.00	**NRC:**	$0.00	**Equipment Cost:**	$0.00

Service Address: 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA, 92173 — **Phone: 000-000-0000** — **Cox Account ID: 541-1079588-02**

Service Description	Prev QTY	New QTY	Unit Price	Term *(Months)*	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00

Equipment Description	Quantity	Unit Price	Total Fee

Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**	$0.00

Service Address: 4919 DEL SOL BLVD, SAN DIEGO, CA, 92154					Phone: 000-000-0000 Cox Account ID: 541-1079593-01		
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Service Address: 4345 OTAY MESA RD, SAN YSIDRO, CA, 92173					Phone: 000-000-0000 Cox Account ID: 541-1079591-01		
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Service Address: 1880 SMYTHE AVE, SAN YSIDRO, CA, 92173					Phone: 000-000-0000 Cox Account ID: 541-528672-01		
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Service Address: 3825 SUNSET LN, SAN YSIDRO, CA, 92173					Phone: 000-000-0000 Cox Account ID: 541-1079622-01		
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Service Address: 4885 DEL SOL BLVD, SAN DIEGO, CA, 92154						Phone: 000-000-0000 Cox Account ID: 541-1170691-01	
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Service Address: 226 WILLOW RD, SAN YSIDRO, CA, 92173						Phone: 000-000-0000 Cox Account ID: 541-1126704-01	
Service Description	**Prev QTY**	**New QTY**	**Unit Price**	**Term *(Months)***	**Type**	**Service Charges**	
						Monthly Recurring	**One Time Activation & Setup Fees**
Metro E-1Gb UNI Intrastate		1	$775.00	36	New	$775.00	
Metro E-Install EVC Intrastate		1	$0.00				$0.00
Equipment Description			**Quantity**		**Unit Price**		**Total Fee**
Totals for San Ysidro School District:	**MRC:**	$775.00	**NRC:**	$0.00	**Equipment Cost:**		$0.00

Totals for all Accounts :	**MRC:**	$10,100.00	**NRC:**	$0.00	**Equipment Cost:**	$0.00

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Special Conditions
Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 3 year(s) beginning July 1, 2020 and ending June 30, 2023, with 2 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply. Upgrades. Customer may upgrade the Services, increase or decrease bandwidth but only as long as Customer's total annual revenue commitment is no less than twelve (12) months of this Agreement's initial MRC , add new locations, or remove locations but only as long as Customer's total annual revenue commitment is no less than twelve (12) months of this Agreement's initial MRC, each change upon written request to Cox (and subject to Cox's written acceptance). The bandwidth and prices listed in Exhibit B shall apply unless Cox agrees in writing to changes to such bandwidth or prices. SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement. Cox will apply applicable discounts funded through the California Teleconnect Fund (CTF), administered by the California Public Utilities Commission (CPUC).
Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	**Cox Communications California, LLC., Cox California Telcom, LLC**
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://ww2.cox.com/business/voice/regulatory.cox.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

COX
BUSINESS

GENERAL TERMS

Last Updated: November 25, 2019

These additional terms and conditions (these "General Terms") supplement the terms and conditions set forth in the (i) Commercial Services Agreement entered into by and between Cox and Customer (the "CSA"); (ii) Master Retail Services Agreement entered into by and between Cox and Customer (the "MSA"), or (iii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA, MSA, or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at coxbusiness.com/acceptableusepolicy, (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement shall each be defined as a "Service" and collectively be defined as the "Services".

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A. Terms and Conditions Applicable to All Services
B. Terms and Conditions Applicable to Internet and Network Services
C. Terms and Conditions Applicable to Voice and Tariffed Services
D. Terms and Conditions Applicable to Video Services
E. Terms and Conditions Applicable to Other Services

A. Terms and Conditions Applicable to All Services

A1. **Billing and Payments.**

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least thirty (30) days from Cox's issuance of the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges"). Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income) related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax-exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html and coxbusiness.com/cbsurchargesandfees, both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with or without notice.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates

in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts together with any applicable late fees within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

A2. **Service Start Date and Term**. The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate. Customer is subject to credit approval and Customer authorizes Cox to check credit.

A3. **Termination**.

(a) **Termination by Customer**. Customer may terminate any Service before the end of the Term as stated in the Agreement upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. This provision survives termination of the Agreement.

(b) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox.

(c) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (x) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement prior to activation of Service without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on sixty (60) days written notice to Customer without any liability to Cox.

(d) **Discontinued or Modified Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox agrees to provide Customer with at least thirty (30) days written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may

be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries.

A4. **Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event arbitration or suit, as the case may be, is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

A5. **Customer Responsibilities.** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate

the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

A6. **Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. **Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment, and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Cox shall have the right to enter the Premises to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer

shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

A8. **Customer Internal Distribution System.** In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination and Cox shall have no obligation to provide the Service, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox

Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

A9. **Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); (ii) By entering into this Agreement with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the location where Services are provided. For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox provides its Services.

A10. **Force Majeure.** Customer shall have no claim against Cox for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, or winds, (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel or energy shortages; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s) or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

A11. **E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox an early termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E-Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the parties. Customer's continued use of or payment of the Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional year. The Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the

service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

A12. **Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, Customer's "repeat infringer" policy under Section 512(i) of the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation by repeated infringement of copyright or failure to comply with the DMCA. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

A13. **Privacy Policy**. Use of the Service(s) is subject to Cox's privacy policy, which is posted at https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Section and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice.

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to

move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll**. If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

A18. **Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or need for an after-hours appointment.

A19. **Indemnity.** Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALLY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. **Protected Health Information.** In providing its services, Cox is not and does not intend to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) regulations ("HIPAA"). Cox has only random, infrequent and incidental access to information in the provision of its Services. It is Customer's responsibility to adequately protect any patient or protected health information. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

A22. **Viruses, Content, Customer Information.** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. **Offshore Rights**. Notwithstanding any other language to the contrary between the parties, the Services and/or any indirect, ancillary or overhead service of Cox may be provided by Cox or any Cox Related Party outside the defined territories of the United States. This provision shall take precedence over any contrary terms in the Agreement.

A24. **Audit**. Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential

information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

A25. **Service Level Agreements**. If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e. Type-II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty (30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or (ii) any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

A27. **Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information (CPNI) to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

A28. **Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses of the parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Assistant General Counsel, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

A29. **Fraud or Misuse of the Services**. Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; (xiv) engaging in 'robocalling' or continuous or extensive call forwarding or long distance abuse; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fee. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain

unauthorized access to Customer's network or equipment.

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. **Changes.** Cox, in its sole discretion, may modify, add, supplement and/or remove any of the General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) Cox may provide notice to Customer that the opted-out Revisions will not apply to Customer and the Agreement will then continue under the most recent contract terms. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing the AUP shall not constitute review or approval of Customer's or any other users' use.

A32. **DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION")**.

IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

(A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Cox's privacy policy or the AUP). The parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

(B). OPT OUT. CUSTOMER MAY OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER'S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as defined below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C). EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D). Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E). Class Action Waiver. Customer and Cox agree that all Disputes between Customer and Cox will be

arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F). Arbitrator Authority. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G). Informal Dispute Resolution. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H). Arbitration Procedures. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than $75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for $75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees

and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I). Jury Trial Waiver. If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J). Survival. This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision shall apply.

A33. **Miscellaneous.** This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence): (i) the terms and conditions set forth in this Agreement; (ii) the applicable Cox tariff or SG. In the event of any conflict between these General Terms and any terms and conditions in the CSA, MSA or any other written agreement in which these General Terms are incorporated, whichever is applicable, these General Terms shall control. Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment.

A34. **Scope of Agreement**. This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration,

demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

A35. **Regulatory Authority**. The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

B. Terms and Conditions Applicable to Internet and Network Services

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

B1. **Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT www.cox.com/internetdisclosures SHALL APPLY.** Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at coxbusiness.com/cbsurchargesandfees. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox network management needs may require Cox to modify upstream and downstream speeds.

B2. **Equipment Requirements For Customer Provided Modem.** Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

B3. **IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

B4. **Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each

month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95th) Percentile. If the Ninety-Fifth (95th) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95th) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95th) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

B5. **Customer Purchased WiFi Service**. Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALLY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

B6. **Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for

Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at www.cox.com, or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat counter top or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

B7. **Managed Wi-Fi**. In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to early termination fees under the Agreement. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi-Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi

Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

B8. **Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to early termination fees under the Agreement. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches

and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Customer shall notify Cox of any breach of security of which it becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services.

C. Terms and Conditions Applicable to Voice and Tariffed Services

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

C1. **Voice Services Generally.** "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, and any other voice telephone service or feature. Voice Services are subject to change from time-to-time by Cox in its sole discretion. Upon at least thirty (30) days prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

C2. **Telephone Numbers.** Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox telephone Voice service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. After activation of service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below).

C3. **Tariffs/Service Guides**. If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at http://www.cox.com/phonetariffs and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term in the Agreement. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

C4. **911 Access.** Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

C5. **Usage and Additional 911 Access Terms.** THE TERMS AND CONDITIONS ABOUT COX'S 911 AND USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN: coxbusiness.com/e911. For all services, except

circuit-switched voice service, Customer acknowledges that loss of commercial power will result in loss of telephone Service, including 911 Access, unless Customer ensures all Cox-provided equipment has emergency back-up power. Such equipment can include, for example, a telephone, network interface, embedded multimedia terminal adapter (eMTA), integrated access device (IAD), enterprise session border controller (eSBC), and analog terminal adaptor (ATA). In addition, for out of footprint services, which utilize a non-Cox provided broadband connection, loss of commercial power and/or broadband connection will result in loss of Voice Service, including 911 Access, unless emergency back-up power is also provided for the broadband networking equipment, such as modems, gateways, and routers.

Except for 'National 911 Service with Custom Address' or similar 'National Numbering' service, all Voice Services provided under this Agreement are only intended for use at the physical/service address installed by Cox at an 'on network' location. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. If Customer is a VoiceManager IP Centrex Service customers not in a service area where Cox provides Emergency Locator Service and who seeks to provide location information for specific IP Centrex telephone stations, Customer is solely responsible for ensuring that E911 emergency agencies receive the desired location information. If Customer is an IP Centrex customer in such service areas, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange (PBX) in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

The toolbar and unified desktop applications without Unified Communications, where available, are add-on data features designed to assist communications to and from the phone line or seat, including the ability to direct calls to wireless and other phones when Customer is away from their office phone. The toolbar and unified desktop applications without Unified Communications do not provide two-way calling directly from desktop computers or laptops. Customer acknowledges that the toolbar and unified desktop applications without Unified Communications may not be used to access E911 Services when Customer is away from the office.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC NATIONAL 911 SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, (B) CUSTOMER'S FAILURE TO INPUT ACCURATE 911 LOCATION INFORMATION FOR NATIONAL NUMBERING SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY SOFTWARE OR APPLICATION FROM A LOCATION OTHER THAN THE CUSTOMER'S DESIGNATED 911 LOCATION FOR CUSTOMER'S ACCOUNT, (E) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE NECESSARY TO RECEIVE VOICE SERVICE, OR (F) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES.

C6. **PIN Access.** The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

C7. **Letter of Agency.** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased under this Agreement that are ported to Cox.

C8. **Long Distance (State-to-State and International Telephone Services).** If Customer subscribes to or uses any long distance (State-to-State and/or International) telephone Services from Cox, such Services shall be provided pursuant to the additional terms and conditions contained in the Long Distance Phone Services Agreement which may be found at https://www.cox.com/aboutus/policies/business-customer-phone-agreement.html and the applicable terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html, all of which are incorporated into the Agreement by this reference.

C9. **Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

C10. **National Number Services**. If Customer purchases, installs, and/or uses any voice Service that offers National 911 capability (including, without limitation, 'National e911 Service with Custom Address', 'Teleworker Service', or 'Unified Communications Service'), 'National Number Service' at an off-network location, or any other similar voice service provided or being used at an off-network location of Cox (referred to individually and collectively, as "National Numbering"), this provision shall apply. Customer shall use National Numbering service only within the contiguous United States. In order to receive National Numbering voice Service, Customer must purchase, and maintain in place, its own broadband Internet connection at all times during the Term from a provider other than Cox, it being understood that the National Numbering Services cannot operate without Customer's separate broadband Internet connection. Customer acknowledges and agrees that Cox does not provide the Customer's broadband Internet connection for National Numbering. Any interruptions, degradations, outages or any other issues related to such broadband Internet connection may cause interruptions, degradations, outages or other issues with the voice services provided by Cox. THEREFORE, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NATIONAL NUMBERING SERVICES, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE, REGARDLESS OF THE CAUSE. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NATIONAL NUMBERING.

Customer further acknowledges that National Numbering voice Services may be provided outside of Cox's market area. Any installation, repair, troubleshooting, and/or Truck Rolls may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market services. The provision of National Numbering Services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the National Numbering Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the National Numbering Services, and some features may only be available to Customer at an additional cost.

For National Numbering Service, Customer is solely responsible for inputting and/or verifying their 911 location information via the MyAccount portal. Customer shall ensure that the 911 location information remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features.

C11. **Certain Installations.** For certain telephone Services, Cox may install an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), an enterprise session border controller (eSBC), an analog terminal adaptor (ATA), Layer 2 Switch, and/or a SBC Edge device with Customer's Service. This Cox Equipment, and any other Cox provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox notwithstanding installation or attachment to Customer's Premises.

ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX, EXCEPT WHERE COX IS UNABLE TO PLACE AND OPERATE NETWORK BACKUP POWER EQUIPMENT DUE TO SAFETY CONCERNS. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED AND/OR THERE IS A POWER OUTAGE AND COX IS UNABLE TO PLACE AND OPERATE BACKUP POWER EQUIPMENT DUE TO SAFETY CONCERNS, SUCH AS, BUT NOT LIMITED TO, NATURAL DISASTERS, WILDFIRE CONDITIONS, FORCED GOVERNMENT EVACUATIONS, AND FUEL SHORTAGES, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES CUSTOMER'S TELEPHONE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED AT CUSTOMER'S BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS TO BE UPDATED.

C12. **Cortelco Analog Telephones Handsets.** If Customer leases or purchases Cortelco analog telephone handsets from Cox, the additional terms and conditions at coxbusiness.com/cortelcophones shall apply.

C13. **Call Recording.** Cox does not currently provide call recording as a first party feature of its Services, but may refer Customer to third party services. If Customer enables any third-party call recording service, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email address. If Customer, or any end user of the Service, records any telephone call or conversation using Cox Equipment or Services provided by Cox (including with the use of any third-party service or equipment), Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY ASSOCIATED WITH ANY RECORDING MADE USING ANY COX EQUIPMENT OR SERVICES OR THE SERVICES OF ANY THIRD-PARTY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT OR SERVICES FAILS OR IS OF POOR QUALITY. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NEITHER A CALL RECORDING SERVICE PROVIDER NOR A PARTY TO

CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER. HOWEVER, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT. Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox Related Parties from any and all claims arising from or related to recordings made using the Services, any Cox provided Equipment or any third-party services. Customer is solely responsible for any services or additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide or support such equipment or services.

C14. **Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

C15. **Telephone Calls with Intent to Annoy**. Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

C16. **Fraud.** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer.

C17. **Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with

the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. The Network Interface Fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, neither Cox nor any Cox Related Party shall be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

C18. **Early Termination of Cox Business VoiceManager IP Centrex Service Seats.** Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats (as defined below) that Customer ordered from Cox under this Agreement, without incurring a termination fee for such terminated Seats. This reduction of termination fee does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service permitted at any one time.

C19. **Additional Limitation of Liability of Cox.** With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). The liability of Cox and/or any Cox Related Party arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's

Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published telephone number places a call for 911 Access, Cox will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

C20. **Station Equipment.** The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

C21. **Voice Services Surcharges and Fees.** Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(b). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

A non-exhaustive list of additional Taxes, Fees, and Surcharges that may apply is described at https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html and coxbusiness.com/cbsurchargesandfees. Cox may charge additional Taxes, Fees, and Surcharges which may not be described in this Agreement or the link in the preceding sentence. All Taxes, Fees, and Surcharges are subject to change from time to time.

C22. **Toll Service.** If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox may review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within forty-eight (48) hours, Cox may suspend or terminate Service. If a Customer exceeds

the average monthly toll charges of Cox's customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of $100.00.

C23. **Unlimited Services**. Cox Voice Services provided on an unlimited basis shall be subject to the additional restrictions in this Section, and all other use restrictions set forth in the Agreement, including, without limitation, Sections A29, C15, and C16. Unlimited Voice Services shall apply only to direct-dialed outbound calls to the United States made from the line subject to an unlimited plan. Unlimited calling is not available for calls shorter than two minutes in length. Unlimited calling shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, each of which may incur additional charges to Customer. Unlimited calling plans shall not be used in conjunction with (a) call center applications, (b) Automatic Call Distribution (ACD) systems, (c) long distance Internet access, (d) resale of unlimited minutes, (e) PBX trunks or services, (f) non-square electronic key and hybrid telephone systems, (g) ground start line or trunks, (h) ISDN services, (i) public telephone services, (j) public access smart-pay phones, (k) multiparty conference calling, multiparty "chat" lines or engaging in activities that generate minutes that result in revenue-sharing by a Customer, or (l) the functional equivalent of any system listed above. Cox retains the right to monitor the type and volume of Customer's usage to ensure that the Customer's use of the plan is consistent with all restrictions provided for in the Agreement. If Cox determines that the Customer is in violation of any restrictions in this Agreement, Customer shall forfeit eligibility for the unlimited plan and Cox may suspend or terminate Services provided to Customer or move the Customer's service to another plan offered by Cox.

D. Terms and Conditions Applicable to Video Services

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

D1. **Video Service.** If Customer is purchasing video Service, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time-to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g. TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services is on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Agreement.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Cox may change video and music Service prices periodically during the Term of this Agreement upon thirty (30) days prior written notice. Residential video rates are not available to Customer and Customer shall be liable to Cox for the difference between the Cox Business video rates and any residential rates. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay-Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Further, Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual

or alleged claims of contributory or vicarious infringement through the use of the Services and DVR Equipment provided by Cox to Customer.

D2. **Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The current Broadcast Surcharge fee may be posted at coxbusiness.com/cbsurchargesandfees.

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer. The current Regional Sports Surcharge may be posted at coxbusiness.com/cbsurchargesandfees.

The Broadcast Surcharge, Regional Sports Surcharge, and any other surcharges and fees on the video services are subject to change from time to time. Additional surcharges and fees may apply and are all subject to change from time to time.

Video services provided to bars and restaurants may be subject to additional surcharges as determined solely by Cox and which are also subject to change from time to time.

D3. **Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer. For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to immediately terminate the Agreement and/or require that Customer immediately pay all applicable early termination fees and/or require that Customer pay Cox the standard fee Cox would have charged Customer had Customer contracted with Cox to receive the Premium Channels as of the date Cox first provided the Service to Customer. Customer shall indemnify, defend and hold Cox, its parents and Affiliates, harmless from any claims arising from Customer's or any end users unauthorized use of any channel. Cox reserves the right to audit the Premises receiving Services, from time to time during the Term, to determine if Customer or any end user are receiving any signals for any channels that Customer is unauthorized to receive.

D4. **Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes

needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box or (ii) Customer's refusal to cooperate or provide access to Cox to administer the transition (as solely determined by Cox), shall each be a material breach of the Agreement permitting Cox to immediately terminate the Agreement and/or the affected video Service(s) due to Customer's breach and Customer shall pay the applicable termination fee. As clarification, the digital box rental fee is a separate 'fee' the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Customer shall have no right to terminate the Agreement due to the transition of channels to a digital transmission and/or the addition of the rental fee for the digital boxes or insertion equipment. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

E. Terms and Conditions Applicable to Other Services

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

E1. **Web Hosting Servers.** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full-time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Neither Cox nor any Cox Related Party shall have any liability to Customer for such outages or server downtime. Customer shall be solely responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

E2. **Cox Email Account**. Cox may, with at least thirty (30) days prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer. Any such termination or suspension shall be made by Cox in its sole discretion and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination or suspension of Customer's email account(s) and/or access to the service. Customer must log into its email account(s) using a desktop browser at least once per year.

E3. **Transport Service Outside the Continental United States.** If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States ("International Services"), Customer authorizes Cox to act as its agent to purchase such International Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Services provided that in no event shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Services with any Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate the Transport Services Outside the Continental United States at any time upon written notice to Customer.

E4. **Terms and Conditions Applicable to DDoS Services.** In the event that Customer purchases any DDoS Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Services Terms and Conditions" which are posted at https://www.cox.com/content/dam/cox/aboutus/documents/DDOS-Mitigation-Terms-and-Conditions.pdf which are incorporated into this Agreement by this reference (the DDoS Terms"). In the event of a conflict between the DDoS Terms and any other term or condition of the Agreement, the DDoS Terms shall control with respect to the purchase and/or use of the DDoS Services.

E5. **Dark Fiber Services.** This Agreement is not intended for dark fiber services. Notwithstanding anything to the contrary in this Agreement, if dark

fiber services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E6. **Colocation Services.** This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E7. **Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E8. **Resale Terms**. AS DESCRIBED IN SECTION A, RESALE OF SERVICES IS STRICTLY PROHIBITED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY COX IN THIS AGREEMENT OR FORMAL WRITTEN AMENDMENT TO THIS AGREEMENT, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. A FORMAL RESELLER AGREEMENT IS PREFERRED TO RESELL SERVICES AND COX RESERVES THE RIGHT TO IMMEDIATELY REVOKE ITS PERMISSION TO ALLOW RESALE AT ANY TIME UPON NOTICE TO CUSTOMER. Notwithstanding, if Cox expressly authorized the Customer to resell the Service(s) (or any portion thereof) in writing in the Agreement or formal written amendment to said Agreement and/or the right to resell is required by applicable law, the following reseller terms shall apply: The end user customer(s) that Customer resells Service(s) to is defined as the "Reseller Customer(s)". Reseller Customers shall only be business customers. Customer shall not resell Services to any residential end user. Cox may, but reserves the right not to, make commercial Services (excluding video services which are expressly prohibited) available to Customer so that Customer may offer these Services to its Reseller Customer(s) subject to the restrictions and the conditions contained in this provision and the Agreement. The Services are subject to Customer's and its Reseller Customer's compliance with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may terminate Services to Customer and/or any Reseller Customer if Cox reasonably determines Customer or any Reseller Customer is violating this Agreement or the AUP. Cox further reserves the right, in its sole discretion, to reject or terminate any agreement or order for Services to Customer and/or any Reseller Customer at any time during the Term of this Agreement. Customer shall be solely responsible for determining the pricing of Services provided by Customer to its Reseller Customer. Customer agrees that: 1) Customer is responsible for providing all support to Reseller Customers using the Service and shall not have its Reseller Customer contact Cox directly in the event support is needed; 2) Customer shall not make any guarantees to its Reseller Customers regarding availability or speed of the Service(s); 3) Customer shall not (i) use any Cox trademarks or logos, (ii) market or sell the Service(s) using any Cox trademarks or logos, or (iii) represent to any third party that Customer is, or is acting on behalf of, Cox in its provision of the Services to Reseller Customers; 4) neither Customer nor any Reseller Customer(s) receiving Services from Customer hereunder may resell the Services to any existing customer or currently contracted customer of Cox or any of Cox's Affiliates that is receiving Services directly from Cox; 5) Customer shall not permit any Reseller Customer to resell the Service(s) without obtaining Cox's prior written consent, which consent may be withheld in Cox's sole discretion; 6) Customer is responsible for ensuring that all Reseller Customers using the Service agree to the terms of Cox's AUP, as amended from time to time and available on Cox's website; 7) if Customer becomes aware of a violation of the AUP by any Reseller Customer, Customer shall suspend the Service to such Reseller Customer and notify Cox; 8) Cox reserves the right to terminate or suspend Service to Customer and/or any Reseller Customer using the Service if, in Cox's sole discretion, the AUP is violated; and 9) if Customer provides the Service to more than one Reseller Customer and a violation of the AUP occurs, Cox may suspend or terminate service to all Reseller Customers and Customer, as Cox does not have the ability to determine which entity is responsible for the violation. Customer shall remain fully responsible for all charges and liability for the Service(s). Upon expiration, cancellation or termination of this Agreement, Cox reserves the right to terminate all Services provided to Customer and each of the Reseller Customers receiving Services from Customer upon providing Customer with written notice of termination. Customer will defend,

indemnify, and hold harmless Cox and its Affiliates, officers, directors, employees, agents and contractors from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages for (i) any claims by any Reseller Customer(s) arising out of, or connected to, Customer and/or its Reseller Customer(s) ability or inability to use the Services, including, without limitation, claims arising from content contained in or obtained through the Service, service interruptions, service outages, or failure of Cox to provide the Services as contemplated under this Agreement; (ii) any claims relating to any Reseller Customer's violations of the AUP; and/or (iii) willful misconduct or illegal conduct of Customer and/or their Reseller Customers in connection with the use of the Services.

Customer shall be solely responsible for the costs and expense of branding, marketing and promoting its services to Reseller Customers. Customer may brand the Services under its own brand provided that the branding is not confusing and does not use nor infringe on any Cox brands, service marks, or trademarks. Neither party shall be authorized to use the brands, service marks or trademarks of the other without the prior written consent which consent may be withheld in such party's sole discretion.

Customer is solely responsible for arranging all necessary rights of access for Cox from the public rights of way to any Reseller Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox and Customer shall be solely responsible for the costs of same. Customer shall diligently pursue execution of any access agreement in a timely manner as requested by Cox. Customer shall ensure that Reseller Customer will provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for any Cox Equipment. Cox will use reasonable efforts to make the Services available by the requested service date provided Customer first secures Cox access to the premises. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's reasonable control, including, without limitation, Customer's failure to arrange access. If a Reseller Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. If a Reseller Customer delays installation for more than ninety (90) days after the execution of the applicable agreement for services, Cox reserves the right to terminate the applicable agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred.

E9. **Technical Support Services**

(a) **Cox Business Tech Solutions.** If Customer purchases Cox Business Tech Solutions, such service will be subject to this Agreement and to the terms and conditions located at www.coxbusinesstechsolutions.com (the "Cox Business Tech Solutions Website"). Cox may change the terms and conditions located at the Cox Business Tech Solutions Website at any time. In the event of a conflict between this Agreement and the terms and conditions located at the Cox Business Tech Solutions Website, the terms and conditions located at the Cox Business Tech Solutions Website shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Tech Solutions Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Tech Solutions at any time by providing notice to Customer.

(b) **Cox Business Complete Care.** If Customer purchases Cox Business Complete Care, such service will be subject to this Agreement and to the additional terms and conditions posted in the policies section at https://www.cox.com/aboutus/policies/business-general-terms.html ("CBCC Terms"). Cox may modify the CBCC Terms at any time without notice. In the event of a conflict between this Agreement and the CBCC Terms, the CBCC Terms shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Complete Care Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Complete Care at any time by providing notice to Customer.

E10. Cox Business Service Assurance Plan Terms and Conditions

If Customer elects to purchase the Cox Service Assurance Plan (the "Assurance Plan"), Customer shall be subject to the terms and conditions of this Agreement, including the following terms and conditions contained in this Section.

E10.1. **Agreement.** Customer hereby agrees to the terms and conditions of this Assurance Plan upon the execution of a Commercial Services Agreement containing a line item for the Assurance Plan. The term of the Assurance Plan shall be coterminous with the term of any Services purchased by Customer under this Agreement. Customer agrees and acknowledges that the Assurance Plan must remain in effect for a minimum of twelve (12) consecutive months. Customer may terminate the Assurance Plan at any time after the initial twelve (12) months. If Customer terminates the Assurance Plan before the end of the initial twelve (12) months, Cox reserves the right to charge Customer the difference between (a) the amounts paid by Customer under the Assurance Plan as of the termination date and (b) the total costs incurred by Cox for any Services or equipment provided to Customer under the Assurance Plan during the initial twelve (12) month period—i.e., truck rolls, wiring and equipment costs, and any other time & materials-based costs. Customer is not required to subscribe to the Assurance Plan to receive communications Services from Cox. Key systems or PBXs used by Customer to support their Services are not covered under the Assurance Plan.

E10.2. **Customer Obligations.** Customer is responsible for maintaining and repairing all inside wiring including standard telephone jacks (collectively, "Inside Wiring") located on Customer's side of the punch-down box (or 66 block), which will be installed by Cox at the Premises. For multi-tenant office locations, the Inside Wiring is the wiring located inside of the offices leased to Customer or the business Premises that serves Customer's unit or leased area. Inside Wiring may be repaired by (i) Customer, (ii) any third party vendor at Customer's sole cost and expense, or (iii) Cox, subject to the terms and conditions of this Service Assurance Plan. Customer is required to reconnect all electronic equipment to the Inside Wiring, including reprogramming of Customer's equipment that may be required due to loss of Inside Wiring connectivity. Customer is responsible for all damage to the Premises caused by the installation, repair or replacement of Inside Wiring including without limitation, wall board holes, wood trim damage, and other defacement due to attachment of wiring, staples, hooks, and adhesives.

E10.3. **Assurance Plan Coverage.** The Assurance Plan only provides coverage for repairs and replacement of Inside Wiring used to provide Cox voice Services provisioned on the Cox network within the Premises. Under this Assurance Plan, provided that Customer pays the Charges (as defined below) and maintains Cox telephone Services at the applicable location, Cox will perform a diagnostic analysis of Customer's telephone line(s) if Customer calls in a trouble ticket. This feature of the Assurance Plan may require a service call to Customer's location by a Cox technician. At Cox's discretion, subject to (i) exclusions and conditions contained in this Assurance Plan and (ii) the approval of Customer and/or the owner of the Premises, Cox will either repair or replace Customer's Inside Wiring at no additional charge to Customer. Customer acknowledges that replacement of Inside Wiring may require surface mounting of wiring and exterior mounted jacks. Installation of concealed wiring and flush-mounted jacks may be subject to additional charges.

E10.4. **Assurance Plan Charges.** Customer shall pay Cox the monthly recurring charges ("Charges") set forth in Customer's invoice for the Assurance Plan. The Charges are assessed in accordance with the chart below. Cox reserves the right to modify the Charges by providing Customer thirty (30) days prior written notice via (i) bill insert, (ii) written notice set forth on the invoice; or (iii) a separate written notice.

E10.5. **Additional Conditions and Scope of the Assurance Plan**

a) Any Customer who has purchased Cox VoiceManager[SM] or Cox IP Centrex service that is not terminated into a key system is eligible for this service.
b) For Customers who lease telephones from Cox, or subscribe to Cox IP Centrex service, the Charges for the Assurance Plan are based on the total number of telephones sets leased by Customer.

c) The Assurance Plan does not include coverage for the installation of new Inside Wiring installed during the term of this Agreement.

E10.6. **The following services are *included* in the Assurance Plan:**

a) Repair and replacement of wire from the Demarcation Point to a telephone jack;
b) Replacement of fittings, splitters, amplifiers and outlets installed or existing in accordance with accepted industry standards, as determined by Cox in its sole discretion;
c) Cox-supplied wiring that is installed at the time of installation of a Cox voice service;
d) Provide analysis on Customer-owned equipment that may be impeding Cox Service;
e) Identification and verification that Cox-owned equipment and Cox Services are working properly;
f) Identification of incorrect Customer connections; and
g) Identification of unauthorized outlets or jacks.

E10.7. **The following services are *excluded* from coverage under the Assurance Plan:**

a) Installation of new inside wiring or outlets;
b) Fees associated with installation, removal, or relocation of, or change to, Cox services;
c) Wiring used for fiber optics;
d) Any wiring that supports a competitor's service offering;
e) Repairs required due to faulty Customer equipment;
f) Repair of wiring which does not meet industry standards, Federal Communications Commission rules or the National Electrical Code;
g) Repair of wiring concealed with a wall unless Customer removes and replaces all obstructions (wall board, ceilings, flooring, etc.) to allow Cox access to wiring;
h) Repair or replacement of telephone equipment unless provided by Cox;
i) Pre-existing condition or problem with Inside Wiring or telephone jacks causing out of service conditions. Examples include, without limitation, non-standard install practices, wiring problems (such as stapling, etc.) caused by Customer or any third party, and dangerous electrical or wiring issues;
j) Riser cables;
k) Installation or relocation of jacks or outlets;
l) "Wall fishing" or "wall punching" that may be required to perform wiring repairs;
m) Repair or replacement of Customer-owned equipment (equipment may be covered by a warranty) and wire that connects such equipment;
n) Swapping or changing out Cox or Customer-owned equipment;
o) Computer configuration assistance;
p) Repair or replacement of receiver, remote units, including battery replacement;
q) Installation of entertainment systems and related equipment; or
r) Wiring damage caused by Force Majeure, vandalism, fire, flood, earthquake, Acts of God, remodeling, gross negligence or willful damage.

As to any question of whether services are included or excluded from the Assurance Plan, Cox will be the sole party authorized to make the determination.

E10.8. **LIMITATION OF LIABILITY.** IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY PROVIDED UNDER THE AGREEMENT, COX AND ANY COX RELATED PARTY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE INSIDE WIRING WHETHER COVERED BY THE ASSURANCE PLAN OR OTHERWISE. COX'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY REPAIR OR REPLACEMENT OF INSIDE WIRING UNDER THIS ASSURANCE PLAN SHALL BE LIMITED TO THE LESSER OF: (I) ALL AMOUNTS PAID BY CUSTOMER UNDER THE ASSURANCE PLAN OR (II) $250.00. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR THE REPROGRAMMING OR MALFUNCTION OF EQUIPMENT CONNECTED TO THE INSIDE WIRING SUCH AS ALARMS, METERS, SENSORS, TELEPHONE EQUIPMENT OR OTHER DEVICES.

COX BUSINESS

Exhibit B

San Ysidro School District

Optical Internet Bandwidth options

Bandwidth	1 YR	3 YR	5 YR
1 Gbps	$2,245	$1,795	$1,615
2 Gbps	$2,725	$2,180	$1,960
5 Gbps	$3,095	$2,475	$2,230
10 Gbps	$7,175	$5,740	$5,165

The monthly pricing is based on the above term options. There are no estimated taxes or surcharges for Internet service.

Exhibit B

SAN YSIDRO SCHOOL DISTRICT METRO ETHERNET WAN PRICE SHEET

1 Year Pricing with (4) optional 1 year renewals

Site Location	500 Mbps	1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps	Installation (Specify ERATE Eligible/Ineligible)	Other Non-recurring costs (Specify ERATE Eligible/Ineligible)
SAN YSIDRO SCHOOL DISTRICT OFFICE : 4350 OTAY MESA RD SAN YSIDRO, CA 92173 (Data Center - AGGREGATE to below sites)	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
Beyer Elementary School: 2312 East Beyer Way, San Ysidro CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
LA MIRADA ELEMENTARY SCHOOL: 222 AVENIDA DE LA MADRID SAN YSIDRO CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
OCEAN VIEW HILLS ELEMENTARY SCHOOL: 4919 DEL SOL BLVD SAN DIEGO, CA 92154	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
SAN YSIDRO MIDDLE SCHOOL: 4345 OTAY MESA RD SAN YSIDRO, CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
SMYTHE ELEMENTARY: 1880 SMYTHE AVE SAN YSIDRO, CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
SUNSET ELEMENTARYSCHOOL: 3825 SUNSET LANE SAN YSIDRO, CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
VISTA DEL MIDDLE SCHOOL: 4885 DEL SOL BLVD SAN DIEGO, CA 92154	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
WILLOW ELEMENTARY SCHOOL: 226 WILLOW RD SAN YSIDRO, CA 92173	$760	$1,040	$2,365	NA	$3,030	$3,430	NA	NA	$4,370	NA	$5,090	$0	$0
Point to Point Connecting the San Ysidro District Office to the San Diego County Office of Education Data Center (6401 Linda Vista Rd, San Diego, CA 92111)	$1,520	$2,080	$4,730	NA	$6,060	$6,860	NA	NA	$8,740	NA	$10,180	$0	$0

3 Year Pricing with (2) optional 1 year renewals

Site Location	500 Mbps	1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps	Installation (Specify ERATE Eligible/Ineligible)	Other Non-recurring costs (Specify ERATE Eligible/Ineligible)
SAN YSIDRO SCHOOL DISTRICT OFFICE : 4350 OTAY MESA RD SAN YSIDRO, CA 92173 (Data Center - AGGREGATE to below sites)	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
Beyer Elementary School: 2312 East Beyer Way, San Ysidro CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
LA MIRADA ELEMENTARY SCHOOL: 222 AVENIDA DE LA MADRID SAN YSIDRO CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
OCEAN VIEW HILLS ELEMENTARY SCHOOL: 4919 DEL SOL BLVD SAN DIEGO, CA 92154	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
SAN YSIDRO MIDDLE SCHOOL: 4345 OTAY MESA RD SAN YSIDRO, CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
SMYTHE ELEMENTARY: 1880 SMYTHE AVE SAN YSIDRO, CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
SUNSET ELEMENTARYSCHOOL: 3825 SUNSET LANE SAN YSIDRO, CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
VISTA DEL MIDDLE SCHOOL: 4885 DEL SOL BLVD SAN DIEGO, CA 92154	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
WILLOW ELEMENTARY SCHOOL: 226 WILLOW RD SAN YSIDRO, CA 92173	$575	$775	$1,225	NA	$1,450	$1,795	NA	NA	$2,495	NA	$2,575	$0	$0
Point to Point Connecting the San Ysidro District Office to the San Diego County Office of Education Data Center (6401 Linda Vista Rd, San Diego, CA 92111)	$1,150	$1,550	$2,450	NA	$2,900	$3,590	NA	NA	$4,990	NA	$5,150	$0	$0

5 Year Term

Site Location	500 Mbps	1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps	Installation (Specify ERATE Eligible/Ineligible)	Other Non-recurring costs (Specify ERATE Eligible/Ineligible)
SAN YSIDRO SCHOOL DISTRICT OFFICE : 4350 OTAY MESA RD SAN YSIDRO, CA 92173 (Data Center - AGGREGATE to below sites)	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
Beyer Elementary School: 2312 East Beyer Way, San Ysidro CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
LA MIRADA ELEMENTARY SCHOOL: 222 AVENIDA DE LA MADRID SAN YSIDRO CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
OCEAN VIEW HILLS ELEMENTARY SCHOOL: 4919 DEL SOL BLVD SAN DIEGO, CA 92154	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
SAN YSIDRO MIDDLE SCHOOL: 4345 OTAY MESA RD SAN YSIDRO, CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
SMYTHE ELEMENTARY: 1880 SMYTHE AVE SAN YSIDRO, CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
SUNSET ELEMENTARYSCHOOL: 3825 SUNSET LANE SAN YSIDRO, CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
VISTA DEL MIDDLE SCHOOL: 4885 DEL SOL BLVD SAN DIEGO, CA 92154	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
WILLOW ELEMENTARY SCHOOL: 226 WILLOW RD SAN YSIDRO, CA 92173	$555	$725	$1,100	NA	$1,405	$1,725	NA	NA	$2,385	NA	$2,405	$0	$0
Point to Point Connecting the San Ysidro District Office Data Center to the San Diego County Office of Education Data Center (6401 Linda Vista Rd, San Diego, CA 92111)	$1,110	$1,450	$2,200	NA	$2,810	$3,450	NA	NA	$4,770	NA	$4,810	$0	$0

Additional Questions	Yes / No
Vendor can provide California Teleconnect Fund (CTF) discounts?	Yes
Does the Pricing connecting San Ysidro District Office Data Center to the San Diego County Office of Education Data Center include total costs for Metro Ethernet circuit (both ends of the circuit)? If not please explain in detail.	Yes

*All WAN services are E-Rate eligible unless otherwise specified by USAC.

** Taxes are estimated at 8.4% and are subject to change.

Exhibit C

COX BUSINESS

Cox Metro-Ethernet and CloudPort
Service Level Agreement

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between _____ d/b/a Cox Business ("Cox") and the Customer identified therein. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Layer 2 VPN services ("Service") which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service which are provided to the Customer.

Service Elements: Each Service consists of a Port (Metro-Ethernet Port or CloudPort respective to each service's particular branding), EVC (Ethernet Virtual Circuit) and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.

Network Segments: for purposes of SLA, there are three network segments that are defined. They are:

Core Network: A Provider Edge Router to Provider Edge Router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0

Access to Core: A customer edge UNI to Provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.

TYPE II: Any portion of Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality adherence requirements.

Service Topology: Services are configured in either a Multipoint (ELAN) or a point to point (ELINE) configuration.

"End to End" SLA For purposes of "End to End" SLA Service calculation for Metro-Ethernet services, the concatenation of access to core, core network and access to core can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
- "End to End" DDR = Access to core DDR * Core DDR * Access to core DDR
- "End to End" Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort service, the concatenation of access to core and core network can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay
- "End to End" DDR = Access to core DDR * Core DDR
- "End to End" Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter

A. **Service Availability.** Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. A Port shall be available for use by Customer as defined in Section D with respect to the core Cox network and access to the core network. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port ("Affected Port") that results in the total disruption of the Services delivered over the Affected Port. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. **Service Interruption Credits.** A Credit Allowance will be applicable in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges ("MRC") associated with the Affected Port. The Credit Allowance will not include credits for any Ports determined to be in good working order. The amount of the Credit Allowance shall be as follows:

Cox – Layer 2 VPN Services

Services Interruption Length	*Credit*
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

Table 1.0

B. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, a Port experiences a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected

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Port without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I (B). Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and the Affected Port shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port under this Section I(B) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(B), neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

C. Service Quality. Service Quality is defined by Cox as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter. Service Quality is influenced by both the distance classification of the offering and the Class of Service (CoS) provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC.

Service Quality Measurement Network Segments:

Core Network Measurements:

Core Latency, as it relates to the Services, is a measure of Cox core network delay within a given network segment, region or distance band, and is defined by Cox as the average Round Trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. Latency designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

Core Data Delivery Ratio ("DDR"), as it relates to the Services, is defined by Cox as the average round trip data delivery percentage for a given core network segment, calculated by dividing data received by data delivered and multiplying by 100; data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given core network segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. DDR designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

Core Jitter. as it relates to the Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Core network region during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

Access to Core Network Measurements:

Access Latency, as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the access to core network on a round trip basis. Latency designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

Access Data Delivery Ratio as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that successfully traverse the access to core network segment on a round trip basis. Round Trip Data Delivery Ratio designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis..

Access Jitter as it relates to the Services, is a measure of the Cox Ethernet Service Frame delay variation within an access to core network segment during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the access to core network segment on a round trip basis. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

D. Service Quality Objectives ("Table 2.0"). The following table sets forth Cox Network Objectives for Service Availability, Data Delivery, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon Class of Service ("CoS"):

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort		N/A	N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort		N/A	N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort		N/A	N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort		N/A	N/A	N/A
	National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort		N/A	N/A	N/A

Table 2.0

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

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A. **Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. **Service Installation Intervals.**

A. **Service Installation and Availability.** Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. **Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox IP-VPN Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

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E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC http://www.usac.org/sl/applicants/step07/invoice-check.aspx

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
http://www.usac.org/sl/applicants/step05/installation.aspx

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Cox agrees to using the Service Provider invoicing method. If the Owner, however, is denied or loses funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if the Owner does not request enough funding to cover full payment for Services including for applicable taxes, fees, and surcharges, the Owner is responsible for full payment to Cox for all Services, and Cox may elect to decrease or discontinue the level of Services provided to the Owner if full payment is not received. Further, as clarification, the Owner is always responsible for payment in full for any E-Rate ineligible Services or charges.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

Cox agrees with the following clarifications: the District's audit rights shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to the District under the contract. The District shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the District, and limited to once per calendar year. The District shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and

support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of Cox California Telcom, LLC (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** Vice President, Cox Business San Diego

Phone Number: 619-269-2539 **Email:** duane.cameron@cox.com

Service Provider Name: Cox California Telcom, LLC

Records FCC Forms 470

SanYsidroUSD470FY2020C1 - WAN and ISP - #200006682

Summary | Generated Documents | News | Related Actions

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname SanYsidroUSD470FY2020C1 - WAN and ISP
Application Number 200006682
Funding Year 2020
Status Certified
Allowable Contract Date 1/1/2020
Created Date 12/4/2019 6:28 AM PST
Created By Kathy Carroll
Certified Date 12/4/2019 1:58 PM PST
Certified By Marilyn Adrianzen
Last Modified Date 12/4/2019 1:58 PM PST
Last Modified By Marilyn Adrianzen

Billed Entity Information

Name SAN YSIDRO SCHOOL DISTRICT
Billed Entity Number (BEN) 143674

Application Type and Recipients of Service

Applicant Type School District
Number of Eligible Entities 8
Recipient(s) of Service ☑ Public School
☑ Public School District

Contact Information

Name Todd Lewis
Phone Number 619-428-4476 x3062
Email todd.lewis@sysd.k12.ca.us

Services Requested

Category 1: Data Transmission and/or Internet Access

Type	Function	Function Other Description	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configuration?	Associated RFP
Data Transmission and/or Internet Access	Leased Lit Fiber (with or without Internet Access)		9	9	Circuits	500 Mbps	10 Gbps	Yes	View RFP Documents
Data Transmission and/or Internet Access	Transport Only - No ISP Service Included (Non-Fiber)		9	9	Circuits	500 Mbps	10 Gbps	Yes	View RFP Documents
Data Transmission and/or Internet Access	Internet Access and Transport Bundled (Non-Fiber)		9	1	Circuits	500 Mbps	10 Gbps	Yes	
Data Transmission and/or Internet Access	Internet Access: ISP Service Only (No Transport Circuit Included)		9			500 Mbps	10 Gbps	Yes	

Category One Narrative

RFP PRE-BID CONFERENCE: Service Providers interested in inspecting the School site and current system may contact Todd Lewis (todd.lewis@sysdsd.k12.ca.us) to schedule. The site inspection will be held: Date: December 13, 2019 at 10am Location: San Ysidro School District Office Technology Department 4350 Otay Mesa Road, San Ysidro, CA 92173 Questions from Proposers Due (in email) 12/20/2019 (Friday) 4:00 PM Deadline for vendors to Submit RFP Proposal 1/6/2020 (Monday) 4:00 PM IMPORTANT INSTRUCTIONS: Quantities are estimates and may increase or decrease over the term of the awarded contract(s). QUESTIONS & INQUIRIES: All questions or

inquiries concerning this Request for Proposal must be submitted to the e-mail addresses provided below no later than December 20, 2019. Verbal responses to any inquiry cannot be relied upon, and are not binding on either party. Todd Lewis: todd.lewis@sysdschools.org Marilyn Adrianzen: marilyn.adrianzen@sysdschools.org Kathy Carroll: kcarroll@csmcentral.com For Line items #1 & #2 WAN Services The District is seeking proposals from service providers for high-speed data transmission services. Potential service providers must have demonstrated the experience and expertise necessary, in the sole judgment of San Ysidro School District, to capably: supply, install, configure, test, start-up, service, and maintain the proposed Fiber Wide Area Network (WAN) high speed communications services commonly known as a Metro Ethernet Network as requested in this RFP. For Line items # 3& # 4 "NO RFP" the district is seeking Internet services see Pricing is requested at 500 Mbps, 1 Gbps, 2, Gbps, 5 Gbps and 10 Gbps. The district also request pricing in1, 3 and 5 year terms with the options to renew.

There are no Services Requested For Category 2

Installment Payments

Min Number Years 4

Max Number Years 4

Payment Type Monthly

Technical Contact Information

A technical contact has not been indicated

State or Local Procurement Requirements

" RFP shall be in a digital format. Paper bids will not be accepted. Erasures or changes shall be initialed by the authorized individual signing the RFP.

RFP Submission
RFP shall be in a digital format bearing the proposal name, proposal number, date & time of opening, and bidders name and address. RFPs must be received by email including the RFP number in the subject line. No paper, facsimile, and/or telephone RFPs will be accepted. RFPs received after the stated RFP opening date and time shall not be accepted. All RFPs meeting the deadline requirement become the property of SYSD and will not be returned. Such sealed proposals shall be received electronically by email to the persons specified below no later than January 6, 2020 by 4:00 pm (indicate E-Rate SYSD RFP 02(2019/2020) in the subject line), and shall be opened at the stated time:

Todd Lewis: todd.lewis@sysdschools.org
Marilyn Adrianzen: marilyn.adrianzen@sysdschools.org
Kathy Carroll: kcarroll@csmcentral.com

By submitting this RFP, vendor acknowledges and approved the terms and conditions established by the District in this RFP. These terms and conditions may not be altered by the vendor, either by the terms of the proposal or by any acknowledgement or attachment. RFP shall be in a digital format. Paper bids will not be accepted. Erasures or changes shall be initialed by the authorized individual signing the RFP.

Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be identified within the awarded contract and must be of a specified number and duration. Contracts with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth. Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments and/or contracts, and/or could result in civil or criminal prosecution by law enforcement authorities. Service Providers submitting proposals must do so in good faith of compliance with the Lowest Corresponding Price (LCP) Rule (see 47 CFR Part 54 Section 54.500(f)). Service Providers submitting proposals must be in full compliance with USACs Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. Any offering of free services must be clearly identified in service providers bids. Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC timely, Applicant will only be responsible for paying its non-discounted share. The Service Provider acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii)."

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY FINGERPRINT CLEARINGHOUSE

BACKGROUND INFORMATION:
Administration recommends approval of the agreement with San Diego County Fingerprint Clearinghouse for Human Resources onboarding services.

RECOMMENDATION:
Approve the agreement with San Diego County Fingerprint Clearinghouse for Human Resources onboarding services.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

General Fund
(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

MEMORANDUM OF AGREEMENT
SAN DIEGO COUNTY SCHOOLS FINGERPRINT CLEARINGHOUSE

This Memorandum of Agreement for participation in the San Diego County Schools Fingerprint Clearinghouse is entered into by San Ysidro School District ("DISTRICT/AGENCY") and the San Diego County Superintendent of Schools ("COUNTY") pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining fingerprint records of temporary, part-time, or substitute certificated and classified employees who may be employed by more than one San Diego County public school employer.

The parties agree as follows:

1. The DISTRICT/AGENCY hereby designates the San Diego County Superintendent of Schools as its agent for the purpose of fulfilling the following functions and responsibilities which are set forth in the Education Code sections 44830.1 and 45125:
   - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(c)(1) and 45122.1(c)(1); sex offenses as defined in Education Code section 44010; controlled substance offenses as defined in section 44011; or offenses specified in section 44424.
   - Reviewing Criminal Offender Record Information (CORI).
   - Subscribing to the subsequent arrest notification service from the California Department of Justice as provided under Penal Code section 11105.2.
   - Reviewing reports of subsequent arrests from the Department of Justice.
   - Maintaining common lists of persons eligible for employment.
   - Making information available to the District/Agency as provided in paragraphs 4 and 5.
2. The agency designation described in paragraph 1, above, shall apply to all temporary, part-time or substitute employees, and all applicants for such positions.
3. The Assistant Superintendent, Human Resource Services or designee at COUNTY shall be responsible for the functions described in paragraph 1, above.
4. **Criminal Offender Record Information (CORI)** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of a criminal record summary, the COUNTY Assistant Superintendent, Human Resource Services or designee shall take the following action(s):
   - If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the person's name shall be placed on a list of eligible employees.
   - Notify the DISTRICT/AGENCY Superintendent or designee informing him/her that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
   - If the information received from the California Department of Justice reveals that an employee or applicant is prohibited from being employed, the SCHOOL DISTRICT/AGENCY Superintendent or designee shall be notified of that fact and that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
   - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, SDCOE shall maintain a record of all persons to whom the information has been shown.

5. **Notice of Subsequent Arrest or Conviction** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of subsequent arrest or conviction information, the Assistant Superintendent, Human Resource Services or designee shall take the following actions(s):

   - Immediately notify the DISTRICT/AGENCY Superintendent or designee of each participating DISTRICT/AGENCY known by SDCOE to have employed the individual via telephone or e-mail, informing him/her that a subsequent arrest or conviction notification has been received and whether or not the employee is eligible for employment based upon the information contained within the notice which shall be available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days.
   - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, SDCOE shall maintain a record of all persons to whom the information has been shown.

6. The DISTRICT/AGENCY shall select a Custodian of Records that will be cleared by the California Department of Justice to receive information pertaining to any Criminal Offender Record Information reports obtained. The DISTRICT/AGENCY shall provide this information to the COUNTY annually.
7. The DISTRICT/AGENCY hereby authorizes COUNTY to complete an expenditure transfer on an annual basis to charge an amount determined by COUNTY to represent the DISTRICT'S/AGENCY'S pro rata share of the cost of operating the Fingerprint Clearinghouse.

RENEWAL TERMS

This Agreement shall be effective upon execution and shall renew automatically on July 1 of each subsequent fiscal year unless written notification of cancellation is provided by either party. Such notification shall be provided at least thirty (30) days prior to the cancellation date. In compliance with Education Code 17596, the maximum term of this agreement shall be 5 years.

TOBACCO-FREE FACILITY

The COUNTY is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

INDEMNIFICATION

The DISTRICT/AGENCY agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DISTRICT/AGENCY, that arise out of, pertain to, or relate to DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at DISTRICT/AGENCY's expense, subject to DISTRICT/AGENCY's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT/AGENCY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

NOTICES
All notices, legal or otherwise, shall be provided as follows:

SDCOE: Dr. Olivier Wong Ah Sun
Assistant Superintendent, Human Resources
6401 Linda Vista Rd
San Diego, CA 92111
858-292-3662
owong@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT/AGENCY: Executive Director of Human Resources
4350 Otay Mesa Road
San Ysidro, CA 92173
619 428-4476 x3012

With copy to:
Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92173

ENTIRE AGREEMENT
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

AMENDMENT
No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Consultant.

GOVERNING LAW
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**DISTRICT/AGENCY**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Marilyn Adrianzen Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Chief Business Official Title
Date	Date Board Approved /

MEMORANDUM OF AGREEMENT
SAN DIEGO COUNTY SCHOOLS FINGERPRINT CLEARINGHOUSE

DISTRICT/AGENCY CUSTODIAN OF RECORDS

CUSTODIAN OF RECORDS (signature)

Linda Gonzales
Name (Type or Print)

Human Resources & Credentialing Coordinator
Title

Date

619-428-4476 — Phone Number
linda.gonzales@sysdschools.org — E-mail

Alternate #1 (signature)

Name (Type or Print)

Title

Date

Phone Number — E-mail

Alternate #2 (signature)

Name (Type or Print)

Title

Date

Phone Number — E-mail

The above-named Custodian of Records is authorized to receive/review the confidential criminal history information pertaining to employees/applicants of the District/Agency.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT - POWERSCHOOL

BACKGROUND INFORMATION:
Administration recommends approval of the agreement with PowerSchool for Human Resources onboarding services.

RECOMMENDATION:
Approve the agreement with PowerSchool for Human Resources onboarding services in the amount of $9,647.21.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	

$9,647.21	General	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 12/20/2019
Quote #: Q-237088-6

Prepared By:	Emiliano Lara	Customer Contact:	Gina Potter
Customer Name:	San Ysidro School District	Title:	
Contract Term:	12 Months	Address:	
Start Date:	12/18/2019	City:	
End Date:	12/17/2020	State/Province:	
		Zip Code:	
		Phone #:	(619) 428-4476

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
Unified Talent (TalentEd) Records	1.00	Students	USD 9,647.21	USD 9,647.21

License and Subscription Totals: **USD 9,647.21**

Year One Total	**USD 9,647.21**

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

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

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Gregg Clevenger

Title: Chief Financial Officer
Date: 8-28-2019
PO Number: _____

San Ysidro School District

Signature: _____

Printed Name:_____

Title: _____
Date: _____

IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO POWERSCHOOL WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE OR ORDERING SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of June 2, 2017

1. DEFINITIONS. PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "**PowerSchool**" The school, school district or other entity licensing Licensed Product is referred to herein as "**Licensee.**" This Licensed Product and Services Agreement is referred to herein as the "**Agreement.**" In addition, the following definitions shall apply:

1.1 Documentation means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2 Embedded Applications means software developed by third parties that may be embedded in or bundled with the software developed by PowerSchool as part of Licensed Product.

1.3 Hosting Services means the hosting of the Licensee's license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4 Licensed Product(s) means all software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.5 Licensed Sites means Licensee's schools, administrative offices, and other locations at which Licensee conducts its school administrative functions.

1.6 Professional Services means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7 Support Services is defined in section 3.1. of the Support and Services Policies attached hereto.

1.8 Services means Support Services, Hosting Services and Professional Services collectively.

1.9 State Reporting Code (or SRC) means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10 Third Party Software means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). PowerSchool is not the licensor of Third Party Software.

2. LICENSE GRANT

2.1 Basic Terms. Subject to the terms and conditions of this Agreement and the Privacy Policy located at https://www.powerschool.com/ customer-contract-privacy-policy, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the Licensed Product specified in the PowerSchool's quotation or acceptance of License purchase order, solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student

enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool's price quotation or proposal to Licensee that Licensee's license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by PowerSchool and may be used by Licensee in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 Copies. Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 Supplemental Terms and Conditions. The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3. PROPRIETARY RIGHTS

3.1 Restrictions on Use of the Licensed Product and Services. Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (vi) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise

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make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee's misuse of the Licensed Products and Services, including PowerSchool's intellectual property.

3.2 Intellectual Property Rights. Licensed Product is proprietary to PowerSchool and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of PowerSchool or their other owners, as applicable.

3.3 Confidentiality. Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which PowerSchool makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

4. SUPPORT AND OTHER SERVICES. Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. FEES AND TAXES. Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and

lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE. Any software designated by PowerSchool as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. COMPATIBLE PLATFORMS/HARDWARE. Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. PowerSchool will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. LIMITED MEDIA WARRANTY. PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of

ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AN D S E R V I C E S AR E PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND POWERSCHOOL 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, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT A N D S E R V I C E S IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL 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 LICENSEE.

10. STATE REPORTING CODE. Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with, all state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. TERMINATION

11.1 Termination for Breach. PowerSchool shall have the right to suspend performance under this Agreement in the event that Licensee 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 PowerSchool shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges

that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written certification to PowerSchool that all such copies of such Licensed Product and Third Party Software have either been destroyed or returned to PowerSchool.

11.3 Liquidated Damages. In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract or any portion thereof, Licensee agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

12. LIMITATION OF LIABILITY. POWERSCHOOL SHALL NOT BE LIABLE TO LICENSEE 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, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL 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, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.

13. GENERAL

13.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

13.2 Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool or its designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

13.3 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

13.4 Facilities. Licensee acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

13.5 Confidentiality. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

13.6 Limited License. Licensee grants to PowerSchool a non- exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be aggregated and/or de-identified.

13.7 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export- controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

13.8 U.S. Government Restricted Rights. Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

13.9 Entire Agreement. This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or

any related support or services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

SUPPLEMENTAL TERMS AND CONDITIONS

1. PRICING; ENROLLMENT INCREASES. License pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license and support fees to PowerSchool in accordance with PowerSchool's invoice. Such additional fees shall be computed by multiplying the then-current per student license and support fees for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. TERMS RELATING TO EMBEDDED APPLICATIONS

2.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

(a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes.

(b) Oracle USA, Inc. ("Oracle") shall have no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensees use of Licensed Product or the Oracle Software.

(c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software.

(d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.

(e) Licensee's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.

(f) Oracle shall be a third party beneficiary of this Agreement.

(g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement.

(h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

2.2 GPL Software. Certain Embedded Applications included with the Licensed Product may be free software licensed under the terms of the GNU General Public License (GPL). Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Licensed Product.

3. HARDWARE. If, in conjunction with Licensee's licensure of Licensed Product, Licensee is purchasing any hardware through PowerSchool, Licensee acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Licensee only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Licensee agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Licensee through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Licensee further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool shall have no liability whatsoever in connection with such claims.

SUPPORT AND SERVICES POLICIES

I. SUPPORT SERVICES

1. Definitions. Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-

current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

Fix shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

New Products shall mean new products, programs or modules developed by PowerSchool that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool's then-current license agreement only after payment of applicable fees.

New Version shall mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product.

Support Services shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable Support Services fees, including any initial Support Term and any renewal Support Terms.

Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. Support Term; Fees. Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment (FOB PowerSchool's place of shipment) of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the

provision of Support Services as of the end of the then- current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If no notice of non-renewal is given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 Support. Support Services shall include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

3.2 Custom Programs. For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.3 Requisite Training. In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and E-mail Support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

3.4 Enhancements to SRC. PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

4. Authorized Representatives. If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

5. Licensee's Other Responsibilities. To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription.

scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request.

4. Ownership Of Materials. PowerSchool shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

III. HOSTING SERVICES

1. Term; Fees. Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Hosting Term will begin upon PowerSchool's written acknowledgment of Licensee's order and terminate one (1) year thereafter, (" Hosting Term") unless a different Hosting Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term for which Licensee has prepaid for such Services). If no notice of non- renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee's Hosting Term is so terminated due to non- payment, and then PowerSchool subsequently reinstates Licensee's access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Licensee shall pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

6. Support For Prior Versions. Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

II. PROFESSIONAL SERVICES

1. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Licensee's order shall apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve

(12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

2. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.

3. Services Cancellation. Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non- refundable expenses incurred by PowerSchool if Licensee cancels any

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2. Availability. Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. Acceptable Use Policy. Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee or its users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. Security. Licensee will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users' access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting 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 Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect 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.

5. Data. Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.

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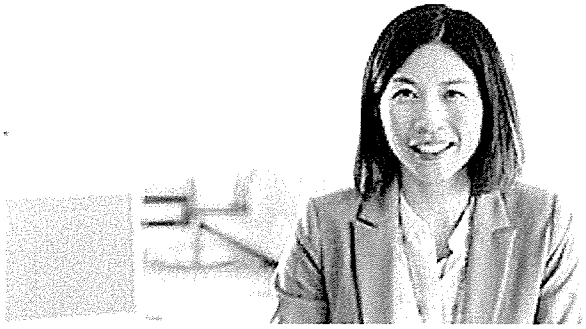

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PRIVACY

Privacy

Effective Date: June 21, 2019

Last Updated: 06/10/2019

STUDENT PRIVACY PLEDGE SIGNATORY

I. Introduction

This Privacy Statement provides information on how PowerSchool Group LLC collects, uses, and protects personal information. PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for personal data at all times. When we refer to "us," "we," "our," or "PowerSchool" in this Privacy Statement, we are referring to PowerSchool and its affiliates. Privacy is a fundamental right for all individuals. Our clients entrust us with the personal information of both employees and parents, and students. On this basis, we take the responsibility attached to this information very seriously. We are EU -U.S. and Swiss-U.S. Privacy Shield certified and a signatory of the Student Privacy Pledge.

This Privacy Statement governs all the manners in which PowerSchool collects personal information directly from you as an individual. Whether you are a visitor to our websites, request a trial of our products or a whitepaper, or any other communication with us (such as attendance at a conference or trade show), this Privacy Statement governs our use of personal information for

products and services that we provide directly to you as what is known as a "data controller." How we collect information and how we use information may differ based on our relationship with you as an individual. We have identified below the different relationships we may have with you, and our respective use of information we collect.

When a customer's privacy statement/policy governs. If you are an end-user (parent or student, or employee) of our customer (a school or school district) and you are using PowerSchool products and services through our customer (your school or school district), we are considered a "data processor." In these cases, your school or school district's privacy statement or privacy notice governs the use of any personal information. Our Privacy Statement does not supersede the terms of any agreements between us and your school or school district (our customer), nor does it affect the terms of any agreement between the student and the student's school or school district.

II. What Information We Collect and How We Use It

The nature of the personal information we collect and how we use it depends on the context in which we collect that personal information. Please see the section below that applies to you.

A. Website Users.

You may visit any PowerSchool website without having to log in or provide any personal information. If you are on a PowerSchool website to access a service or product, you may need to log in to make use of the functionality of the particular product.

i. Information We Collect

a. **Directly from you**. You may voluntarily provide us information when you complete a form or survey on our website or subscribe to our blog or newsletters. This may include some or all of the following categories of information: Name and Role; Job title; Signature; Profession; Social media account name; User name; Telephone Number; Street Address; and Email address.

- You may also provide information when you register for an account through a PowerSchool website to log in to use a product or service.
- You may also submit a resume or other information through our Careers.

If you submit an application or resume, PowerSchool will collect and retain the submission, including your personal information and use this information to evaluate you for an employment position at PowerSchool as detailed per the Candidate Privacy Notice. All information is submitted through our third party provider, HireBridge, and is subject to their privacy policy.

- Our sites offer publicly accessible community forums. You should be aware that any information you provide in these areas is public and may be read, collected, and used by others who access them and may remain on the public forum indefinitely. To

request removal of your personal information from our community forums, contact privacy@powerschool.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. We encourage all users to exercise caution when providing personal information in community forums. If you provide information when you communicate through our PowerSchool community forums, we may link this information with your personal information.

- **Indirectly from you**. We collect information about the pages you visit and how you access and use the PowerSchool websites using cookies, tracking technologies and other third party analytics tools. This information includes information about the devices you use to access the PowerSchool website including unique device identifiers, IP address, operating system, browser, and cookies. Depending on your device settings, we may also collect information about your geographical location. You can learn about our use of cookies, and set your preferences, in our Cookie Statement.

b. **Information from third parties**. We may supplement the information we collect with information from the PowerSchool Group affiliates and other third parties that we use to promote our products and services. For example, we may receive information from a third party about how well an online marketing or email campaign performed, or from conference and trade show organizers.

ii. How We Use This Information We use the information collected to provide and improve our website services and our products and to analyze usage information for sales and marketing purposes. We also use the information collected to communicate with you in any manner that you have requested. This analysis is necessary to further our legitimate interest in understanding our users and their interactions with us and our websites to best iterate and improve on our websites and communications, including marketing purposes, and to provide you with content that you have requested.Third party information that we collect from social media may be used to provide you with requested information or our newsletter or contact you regarding our services, opportunities, products, and/or events.

iii. How We Share This Information Where we use third-party analytics tools to help us understand how the PowerSchool websites are used, these parties will have access to some of your personal information. This includes analytics tools such as Google Analytics and LinkedIn Lead Gen. Learn more about our use of cookies in our Cookie Statement.We also share information with our vendors and service providers and other third parties for legal or business purposes, but only as permitted and subject to required limitations. If you do not wish for your information you provide to our website to be shared for business purposes, you may contact us at Privacy@powerschool.com to request that we delete your information. See Vendors, Partners, & Other Disclosures.

B. Customers (Schools and School Districts).

If you are a customer of PowerSchool, we are providing our products and services directly to your school or school district and we are a "data controller" for purposes of the personal information collected in connection with the customer accounts.

i. Information We Collect

a. **Directly from you.** We collect information necessary to provide the educational technology services as directed by you. The information collected from you depends on the specific product and what is needed to integrate with your systems and to set up and maintain accounts. This includes information in the following data categories:

- Account information: The exact elements will depend on the product and what specific information you as a customer provide us, but often we receive from you include pupil records of students and parents of students enrolled in your school or district, such as directory information, email addresses, student IDs, account credentials, courses students are enrolled in, health information kept in student records.
- We also collect employee account information including user names, email addresses and titles to initially set up products and services for you.
- Depending on your needs as a customer, we may also collect financial information of students and parents of students as you make available to us in order to provide services.

b. **Indirectly from you.** We collect device and usage information when you access and use our products and services, including information that your browser or the mobile app sends when you are using it. This data may include your unique device identifier, IP address, your browser type and configuration, the date and time of your use of the product or service and cookie data. Learn more about our use of cookies in our Cookie Statement.

c. **From third parties**. We may receive information from affiliates in our PowerSchool Group of companies and other third parties. For example, we may receive limited personal information from third-party services that integrate with or complement the PowerSchool products or services in order to provide you with the best possible user experience.

ii. How We Use This Information We use your information to provide you the features and functionality of the PowerSchool products and services, as well as to communicate directly with you and allow you to communicate with other PowerSchool users. It is necessary for us to use your information in this manner in order to provide you with the services your school district has requested pursuant to its agreement with PowerSchool.We will use your information to provide you with news and information about new products and services. Any such marketing communications from us may be discontinued at any time. See Marketing. We may also use de-identified and aggregated information to understand and improve our products and services.We may share general customer contact information with certain Partners as is necessary to offer and provide our products and services to our current and prospective clients. No customer data other than general institution contact information is provided for these purposes. For absolute

clarity, we do not provide any student data or personally identifiable information to any Partners for marketing purposes.

iii. How We Share This Information We share information to provide the PowerSchool products and services to you and further improve them. Within PowerSchool, your information will be accessed only by those who have a need to provide the PowerSchool products and services. We use vendors to help us provide the PowerSchool products and services to your school or school district. For example, if your school or school district has a hosted PowerSchool product or service, Amazon Web Services and Azure provide our cloud hosting facilities. Third-party analytics tools may also have access to your personal information to help us understand how the PowerSchool products and services are being used. Learn more about our use of cookies and analytic tools in our Cookie Statement.

iv. Student Personal Information PowerSchool is a data processor with respect to student personal information and the PowerSchool customer (school or school district) is the data controller. Where a PowerSchool customer enters into an agreement with PowerSchool to provide products and services, that PowerSchool customer acknowledges that PowerSchool is a data processor with respect to personal information received from that PowerSchool customer or from a student/parent in connection with the PowerSchool products and services.

a. Student Personal Data Ownership All student personal data remains the property of and is solely owned, and thereby controlled, by our PowerSchool customers. You grant PowerSchool a non-exclusive, royalty free license, to use equipment, software, your data or other material of yours solely for the purpose of providing, maintaining, and supporting you and other licensees with PowerSchool products and services.PowerSchool will only use student personal data for the purposes of providing the products and services that our customers (school or school districts) have contracted with us to provide and we will process student personal data according to instructions and the terms of our contract with our customers.Student personal data will not be used for targeted Advertising by PowerSchool or any of its affiliates.

C. Parents and Students

The school or school district decides how your personal information is used. PowerSchool provides learning and registration products and services to end-users of a school or school district (our customers) as a "data processor." The main responsibility of what is known as a "data controller" lies with the school or school district. This also means that the school or school district's own privacy statement governs the use of student personal information. PowerSchool's customers determine what information we collect through the PowerSchool products and services and how it is used, and we process that information according to our customer's instructions and the terms of our contract with our customer.

This section of our Privacy Statement is provided for informational purposes and describes how parent and student personal information is used when PowerSchool products and services are provided through a school or school district. How that information is used depends on the school or school district, so please consult your institution's privacy statement.

i. Information We Collect

a. **Information provided to us by a school or school district**. The PowerSchool products and services integrate with our customer's systems. The specific information that is collected from the school or school district depends upon the PowerSchool product or service, but in general, this information includes but is not limited to:name, age, email address, student ID, account credentials, academic and student records, certain health information kept in student records, courses a student is enrolled in when we initially set up the products, and additional records as requested by the school or school district. Depending on the school or school district's request, we may also collect financial information of students and parents of students as is made available to us in order to provide services. PowerSchool will receive regular updated information to keep account information accurate and up to date.

b. **Directly from a parent or student**: Depending on the PowerSchool products and services your school (or your child's school) uses, we will collect the following data categories directly:name, age, email address, student ID, account credentials, academic and student records, certain health records, courses a student is enrolled in when we initially set up the products and services for your institution, and additional records as requested by the school or school district. Depending on the school or school district's request, we may also collect financial information of students and parents of students in order to provide services. PowerSchool will receive regular updated information to keep account information accurate and up to date.

c. **Indirectly from a parent or student**: We collect device and usage information when you access and use PowerSchool products and services, including information that your browser or the mobile app sends when you are using it. This data may include your unique device identifier, IP address, your browser type and configuration, the date and time of your use of the product or service, and cookie data. Learn more about our use of cookies in our Cookie Statement.

ii. How We Use This Information

a. **On behalf of your school or school district**. We use your information on behalf of and under the instruction of your child's school or school district, which is the data controller. We use the information in accordance with our agreement with your child's school or school district to operate, maintain, and provide the features and functionality of the PowerSchool products and services. Your child's school or school district determines how the personal information is used.

iii. How We Share This Information We share student information in accordance with our agreement with your (or your child's) school or school district. Generally, this includes the sharing of such information inside and outside PowerSchool under certain terms. Student information will be accessed inside PowerSchool only by those have a need to know to provide the PowerSchool products and services and improve them. For example, our technical and client support teams may have access to personal information when the PowerSchool products and services are implemented for your school or school district or when software or other

changes are required for support and maintenance purposes. We use vendors to help us provide the PowerSchool products and services to you (or to your child) on behalf of our school or school district customer.

D. Sharing with Vendors, Partners, and Other Disclosures

i. **Vendors.** We engage directly with certain third-party companies to help us provide the PowerSchool products and services to our customers or to you or to perform work on our behalf ("Vendors"). Our vendors are required to abide by our privacy and security instructions and are contractually restricted from using any personal information they access or receive from us for any purposes other than as needed to perform such services. We may use vendors to help us conduct marketing campaigns or events and disclose customer contact information necessary for those activities.

ii. **Partners.** Your institution may work with third-party companies to provide additional content and functionality which requires access to PowerSchool products and services ("Partners") Only with your institution's permission, will we share information about you, such as your name, email, or student ID, that is required to provide you with access to the products and services that have been requested by your institution. In these cases, these Partners will enter into an agreement directly with your institution regarding the processing of any data at the direction of your institution.

iii. **Other Types of Disclosures.** We may also share your information where required under the following circumstances:

   a. Where permitted by applicable law and by contracts with our customers, we may disclose your information in the course of a corporate transaction such as a merger, acquisition, sale of assets, or a financing, or pursuant to a bankruptcy, dissolution proceeding or reorganization.

   b. We may need to disclose your information to comply with legal or regulatory requirements and to respond to lawful requests, court orders, and legal processes. Where such disclosures relate to personal data we hold as a data processor on behalf of our customers, we will refer such requests to our customers where permissible.

   c. We may need to disclose your information to protect and defend the rights, property, or safety of PowerSchool, our customers, or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or other misuse of our systems.

   d. We may utilize aggregated or de-identified (anonymized) information that is no longer associated with a person to enhance and promote the PowerSchool products and services. **PowerSchool does not rent, sell, or otherwise provide access to student personal data to third parties for marketing or advertising purposes.**

iv. **Marketing.** We conduct marketing to promote the PowerSchool products and services, but do not use or disclose information (whether personal information or otherwise) about students

that we collect through the provision of PowerSchool products and services for targeting of advertisements to students.When we conduct (or sponsor) events, conferences, and webinars, we will collect information about attendees, such as the session they attend and their contact information to provide them information about PowerSchool products and services and other PowerSchool information.

a. **Marketing Preferences and Opt-Out.** Our marketing emails will always include an "unsubscribe" link so that you can change your preferences and opt-out of receiving marketing emails or communications from PowerSchool. You can also send us email at webmaster@powerschool.com to unsubscribe.Please note that even if you opt-out of marketing emails, we may still need to contact you with important information about your PowerSchool account.

v. **Interest-based Advertising.** We use third party advertising tools to collect information about your visits to the PowerSchool websites to provide targeted advertisements to you based on your browsing history on other websites or on other devices you may use. If you would prefer to not receive personalized ads based on your browser or device usage, you may generally express your opt-out preference to no longer receive tailored advertisements. Please note that you will continue to see advertisements, but they will no longer be tailored to your interests.To learn more or opt-out of interest-based advertising by participating companies in the following consumer choice mechanisms, please visit:

- Digital Advertising Alliance (DAA)'s self-regulatory opt-out page (http://optout.aboutads.info/) and mobile application-based "AppChoices" download page (https://youradchoices.com/appchoices)
- European Interactive Digital Advertising Alliiance (EDAA)'s consumer opt-out page (http://youronlinechoices.eu)
- Network Advertising Initiative (NAI)'s self-regulatory opt-out page (http://optout.networkadvertising.org/).

vi. **Google Analytics and Advertising.** We also use Google Analytics and other third-party cookies to collect certain information about your visits to our PowerSchool websites. You can opt-out of third-party cookies from Google Analytics using the Google Analytics opt-out browser setting add-on or other ad management tools.You can learn more about our use of cookies in our Cookie Statement and you can learn about managing your preferences.

vii. **"Do Not Track" Signals.** Without a common industry or legal standard for interpreting so-called "Do Not Track" (DNT) signals, PowerSchool does not respond to browser DNT signals. We will continue to monitor further development of a DNT standard by the privacy community and industry.

III. Data Retention

A. Website Users

We keep website usage information for as long as necessary for the purposes described above. Account information is retained until you delete the account and for a limited period thereafter. Where you have provided information in forms, we retain the information as long as it is required, depending on the nature of the request. If you unsubscribe from receiving marketing communications from us, we will keep a record of this to ensure that you do not receive such communications in the future.

B. Customers (Schools and School Districts)

We keep information collected on behalf of our customers for as long as necessary and pursuant to contractual terms. We dispose of information that is not held pursuant to contractual terms in a commercially reasonable time period or at the request of a customer.

IV. Children's Privacy

We do not knowingly collect any information from children under the age of 16 unless and until the PowerSchool customer (school or school district) has provided authorization for a student under 16 to use the PowerSchool products and services and for us to collect personal information from such student.

Please contact us at privacy@powerschool.com if you believe that we have inadvertently collected personal information from a child under 16 without proper consent. This will allow us to delete such information as soon as possible.

V. Security

PowerSchool employs a variety of physical, administrative, and technological safeguards that are designed to protect personal information against loss, misuse, and unauthorized access or disclosure. We strive to continuously enhance our technical and operational security measures. Our measures consider the type and sensitivity of the data being collected, used, and stored, and the current state of technology and threats to information. PowerSchool's security measures include data encryption, firewalls, data use and access limitations for personnel and vendors, and physical access controls to our facilities. PowerSchool independently verifies its security management system to the internationally recognized standard for security management and holds ISO 27001 certification. PowerSchool also aligns its privacy and security operations to best practices and relevant international regulations.

VI. International Data Transfers: EU-U.S., Swiss-U.S. Privacy Shield

PowerSchool is headquartered in the United States, and data is transferred to the United States for processing for the purposes of providing PowerSchool products and services to customers outside the United States. This subsection is only applicable to customers that have contracted with PowerSchool and reside in the European Union or Switzerland.

PowerSchool participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. PowerSchool is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on each Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Frameworks, visit the U.S. Department of Commerce's Privacy Shield List. (https://www.privacyshield.gov/list)

PowerSchool is responsible for the processing of personal data it receives, under each Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. PowerSchool complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, PowerSchool is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, PowerSchool may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Under certain conditions, more fully described on the Privacy Shield website (https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

We encourage you to contact us at EULegal@powerschool.com should you have a Privacy Shield-related question, concern, and/or complaint. PowerSchool takes all concerns about privacy and use of personal information seriously and shall endeavor to reply to you within 45 days of receiving a complaint.

VII. Access (INCLUDING IF YOU ARE LOCATED IN THE EUROPEAN ECONOMIC AREA (EEA), UNITED KINGDOM, OR SWITZERLAND)

THIS SECTION APPLIES TO USERS OF OUR PRODUCTS AND SERVICES THAT ARE LOCATED IN THE EUROPEAN ECONOMIC AREA, UNITED KINGDOM OR SWITZERLAND AT THE TIME OF DATA COLLECTION. WE MAY ASK YOU TO IDENTIFY WHICH COUNTRY YOU ARE LOCATED IN WHEN YOU USE SOME OF OUR PRODUCTS OR SERVICES, OR WE MAY RELY ON YOUR IP ADDRESS TO IDENTIFY YOUR COUNTRY LOCATION.

A. PowerSchool's relationship to you.

i. **Data Controller for Website Users –** A "data controller" is an entity that determines the purposes for which and the manner in which any personal information is processed. Any third parties that act as our service providers are "data processors" that handle your personal information in accordance with our instructions. With respect to the personal data of our customers or received through our PowerSchool websites, PowerSchool is a controller in relation to the information that you enter directly into the website about yourself or when you register for an account through your school or school district.

ii. **Data Processor for Schools and School Districts** - To the extent that PowerSchool receives personal information through its customers' (school or school district) use of PowerSchool products or services, PowerSchool is a processor and the PowerSchool customer is the data controller.

B. Individual data subject rights.

In many of the PowerSchool products and services, you will be able to access student information as well as change and delete some of the information by logging into the parent/student account. If you cannot access, correct, or delete the required information on your own, please follow these steps:

For parents/students: PowerSchool does not control your personal information. We provide our products and services on behalf of your school or school district. Please contact your institution to exercise your rights of access, rectification, erasure, or restriction of use of personal information. The institution needs to manage your request under applicable laws and PowerSchool will support our schools and school districts with such requests.

C. For all access requests:

Please email PowerSchool at EULegal@powerschool.com or contact us using the information in the "CONTACT US" section if you want to exercise any of these rights.

When we receive an individual rights request from you, please make sure you are ready to verify your identity. Please be advised that there are limitations to your individual rights. We may limit your individual rights in the following ways: (i) where denial of access is required or authorized by law; (ii) when granting access would have a negative impact on other's privacy; (iii) to protect our rights and properties; and (iv) where the request is frivolous or burdensome.

In many jurisdictions, you also have the right to lodge a complaint with the local data protection authority. A listing of EEA data protection authorities can be found at http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm. But, please contact us at PowerSchool first, so we can address your concerns.

For information regarding how to contact our EU Representative, please contact us at EULegal@powerschool.com

VIII. United States Federal and State Education Privacy Laws

PowerSchool, in its role as a vendor to educational agencies and institutions, both public and private entities ("Educational Agencies"), receives disclosures from the Educational Agencies, which include the personal information and other data ("Student Data") contained in student records as well as directly from students and parents of students. Only information that is needed for PowerSchool to perform services, which are outsourced to PowerSchool by the Educational Agencies, is disclosed to PowerSchool. These disclosures are authorized by the federal Family Educational Rights and Privacy

Act (FERPA). PowerSchool considers Student Data to be strictly confidential and do not use Student Data for any purpose other than improving and providing our products and services to the Educational Agencies or on the Educational Agencies' behalf. Our collection, use, and sharing of Student Data is governed by our contracts with the Educational Agencies, the provisions of FERPA, the Children's Online Privacy Protection Act (COPPA), and other applicable state and federal laws and regulations that relate to the collection and use of personal information of students. **If you have questions about reviewing, modifying, or deleting personal information of a student, please contact the relevant Educational Agency(ies) directly.**

IX. Your California Privacy Rights

If you are a California resident, California Civil Code Section 1798.83 allows you to request information on how we disclose personal information to third parties for their direct marketing purposes during the immediately preceding calendar year. You may make one request each year by emailing us at privacy@powerschool.com or writing to us (see address below in "CONTACT US").

X. Links to Other Sites

Our PowerSchool websites may provide links to third party websites or resources. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to the PowerSchool websites or the PowerSchool products or services. We recommend that you review any terms of use and privacy policy of any linked third party website before providing any information.

XI. Changes to This Privacy Statement

We may update this Privacy Statement and its last updated date to reflect changes to our data governance practices. If we propose to make any material changes, we will notify you by means of a notice on this page prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

XII. For U.S. Educational Agency Customers

Pursuant to state law, the following state specific language is hereby incorporated into this Privacy Statement, provided that PowerSchool is providing and/or offering you PowerSchool products or services in one of the following states (capitalized terms below which are not otherwise defined in this Privacy Statement are as defined either in the applicable state law or in your PowerSchool agreement):

California - PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. This includes, but is not limited to, PowerSchool's policy to never use PII from a Pupil's Records to engage in targeted advertising.

Colorado - PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. Only the PowerSchool employees that have a

legitimate interest in accessing your data, will be granted authorization by PowerSchool.

Connecticut - PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. This includes, but is not limited to, PowerSchool's policy to never use any student's PII to engage in targeted advertising. PowerSchool also avers to utilize industry standard security, or better, to ensure the protection of said student PII. Connecticut law shall govern this agreement between you and PowerSchool. All terms herein are defined in accordance with Public Act No. 16-189, and in case of any ambiguity or conflict between the terms herein and Public Act No. 16-189, then Public Act No. 16-189 will govern.

Florida - PowerSchool will provide notification of a security breach pursuant to requirements as mandated in the Florida Information Protection Act of 2014.

Maryland - PowerSchool will not use Covered Information to engage in targeted advertising.

New York - In accordance with New York Education Law § 2-d, PowerSchool will comply with and attach to your contract the Parents' Bill of Rights for Data Privacy and Security, as applicable.

Pennsylvania - PowerSchool will provide notification of a security breach pursuant to the requirements of Pennsylvania's Breach of Personal Information Notification Act.

Washington - PowerSchool will provide notice before making material changes to this Privacy Statement.

XIII. Canada

The Personal Information Protection and Electronic Documents Act (PIPEDA) is a Canadian federal law that applies to the collection, use, and disclosure of personal information in the course of commercial activities in all Canadian provinces as supplemented by substantially similar provincial privacy laws in Alberta, British Columbia and Québec. PIPEDA also applies to international and interprovincial transfers of personal information. This policy is designed to comply with PIPEDA.

XIV. Contact Us

If you have any questions or concerns about your privacy or this Privacy Statement, please Contact Us at privacy@powerschool.com.

You may also write to us at:

PowerSchool
150 Parkshore Dr.
Folsom, CA 95630 USA
ATTN: Privacy

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at https://feedback-form.truste.com/watchdog/request.

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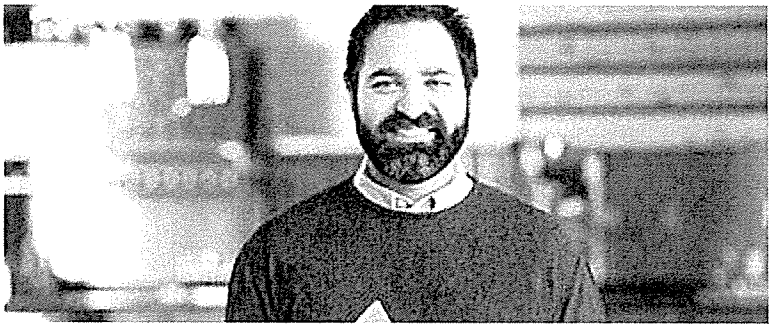

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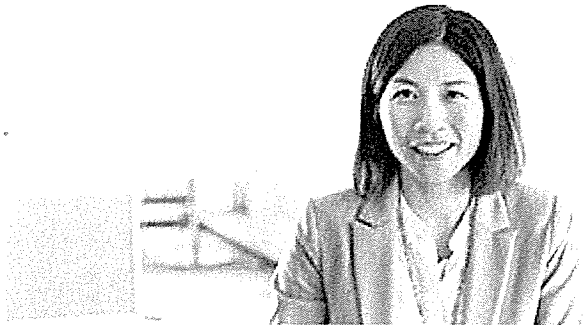

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Community Blog Brand Guidelines
PowerSchool University

150 Parkshore Dr.
Folsom, CA 95630

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VILLALVA TRUCKING AND TRAINING

BACKGROUND INFORMATION:
During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Villalva Trucking and Training services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:
Approve the agreement with Villalva Trucking and Training services from March 1, 2020 to June 30, 2021. Services will be provided on an "as needed basis" at a cost not to exceed $10,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

NOT TO EXCEED
$10,000.00
(Amount)

General Fund
(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of February, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Villalva Training	619-735-0007
Company/Consultant	Telephone Number
1450 Melrose Avenue #33, Chula Vista, CA 91911	N/A
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: March 1, 2020 To: June 30, 2021 "as needed basis"

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

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

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.

1. **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.
2. **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.
3. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
4. **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** _____
5. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

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

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

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:	**Villalva Trucking and Training**	
Name:	Frank Villalva	
Title:	State Certified Instructor	
Address:	1450 Melrose Ave. #33	
City/State/Zip Code:	Chula Vista, CA 91911	
Telephone:	619-735-0007	
Email:	villalvatraining@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	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
Villalva Trucking and Training	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Frank Villalva, Jr. (Owner)	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved: 02-13-20

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

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

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

14D.18

EXHIBIT A

SCOPE OF SERVICES

Consultant is a certified instructor by the State of California. Consultant will provide the following services as directed by the District.

Original Classroom: Certified Instructors are required by the State of California Department of Education (CDE) to cover the entire manual when conducting an original class. This consists of 12 units and basic First Aid information. Class Participants must pass a final exam to complete the course.
Hours: Unit 1-12: 25 hours
First Aid: 2 hours
Classroom total: 27 hours
Cost: $150.00 per hour unlimited amount of students
Total: $4,050.00

Behind the Wheel Training (BTW): CDE requires a minimum of 20 BTW driving hours for each original trainee. On average it takes 25-30 hours to train an original driver depending on their skill set. In addition, they need pre-trip training which takes 8-10 hours of training. They must pass a final appraisal to complete course.
Hours: BTW: 20-30 hours
Pre-trip: 8-10 hours
CHP Prep: 2-6 hours
Cost: $75.00 per hour one on one training
Total: Varies on the driver's skill level

Monthly in-service classes and documentation: We will provide a 2-hour in-service class each month and maintain all T-01/T-02 for driver compliance. **(As needed basis)**
Hours: Varies on Our/Districts available times
Cost: $400.00 per month

*** Any additional classes will be charged at the $150 per hour rate

T-01 document will not be distributed until proper payments have been received.
Invoices will be submitted on a monthly basis for services completed.

Please don't hesitate to contact us for additional information or clarification.

Owner-Frank Villalva: 619-735-0007 State Certified Instructor
Cynthia Zwartjes: 619-750-5004 State Certified Instructor

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM

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 Principals at La Mirada Elementary and San Ysidro Middle Schools. These services shall support administrators of these schools in their efforts to improve learning outcomes for students.

Services will be tailored to help schools as follows:

a. Reduce chronic absenteeism
b. Reduce the number of suspensions that occur at the schools
c. Assist staff improving outcomes for students in both English Language Arts and Math

In addition, NCUST will coach and support principals with site visits, which will be designed to help them plan, implement and refine systems, structures, and strategies for working with students, parents, and school personnel. Services term under this agreement will be valid from the remainder of school year 2019-20 and throughout the 2020-21 academic year at the total cost of $49,480.00.

RECOMMENDATION:

Approve the agreement with San Diego State Research Foundation for the National Center for Urban School Transformation (NCUST) program to support La Mirada Elementary and San Ysidro Middle Schools at the cost of $49,480.00 from the CSI fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – All students, including English Learners will improve annually in all content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$49,480.00	CSI Fund
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

January 25, 2020

AGREEMENT FOR PROFESSIONAL SERVICES

San Diego State University Research Foundation (Contractor)
5250 Campanile Drive
San Diego, CA 92182

on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION
5500 Campanile Drive, EBA-332
San Diego, CA 92182

Attention: Karen Jones, NCUST Director of Operations (619-594-7905)

and

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

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 February 1, 2020 through June 30, 2021.

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. RESPONSIBILITIES OF DISTRICT. District shall assume the responsibilities listed in accordance with EXHIBIT A, Section 3, which is attached hereto and made a part hereof.

6. CONTRACT VALUE. The District shall pay the Contractor a fixed price, not to exceed $49,480 for implementing and providing the services described in EXHIBIT A, Section 1. Payment shall be made by District to the Contractor in in accordance with the schedule specified in EXHIBIT A, Section 2 which is attached hereto and made a part hereof.

7. 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.

8. 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.

9. 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.

10. 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.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

- DISTRICT-	**-CONTRACTOR-**
San Ysidro School District	**SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION on behalf of NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION**
BY _____	BY _____
_____ (PRINT NAME)	_____ Sandra M. Nordahl, CRA
TITLE: _____	TITLE: Director, SR Contracting and Compliance Fed. I.D. #: 95-6042721
Dated _____	Dated: _____

Exhibit A

1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** NCUST shall provide consulting assistance to the leadership of La Mirada Elementary and San Ysidro Middle Schools. The consulting services shall support the administrators of the two schools in their 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 C) assist staff in improving outcomes for students in both Engligh Language Arts and Math.

   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 La Mirada principal and the San Ysidro Middle School principal and assistant principal as they work 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 La Miranda with weekly two-hour visits throughout the remainder of the 2019-2020 academic year and throughout the 2020-2021 academic year. A second NCUST executive coach shall support the principal of San Ysidro Middle School with weekly two-hour visits throughout the remainder of the 2019-2020 academic year and throughout the 2020-2021 academic year. Additionally, the second NCUST executive coach will support the San Ysidro Middle School assistant principal with one two-hour visit each month. All of these visits will be designed to help the school administrators 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 28, 2020, District shall pay Contractor $8,246.
   B. By June 30, 2020, District shall pay Contractor $8,247.
   C. By September 30, 2020, District shall pay Contractor $8,246.
   D. By December 31, 2020, District shall pay Contractor $8,247.
   E. By March 30, 2021, District shall pay Contractor $8,247.
   F. By June 30, 2021, District shall pay Contractor $8,247.
   G. Contractor shall submit invoices to District in advance of each payment due.
   H. District shall pay invoice upon receipt.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO (AMENDMENT)

BACKGROUND INFORMATION:
On July 11, 2019, the Governing Board approved the contract with MyPT San Diego to provide physical therapy and physical therapy consultations for students with special needs requiring these services. The number of students who require with these services has increased; therefore, the contract has been amended to reflect the additional amount of $40,000.00 to the original contract. All other Terms and Conditions remain the same. The new contract total is $60,000.00.

RECOMMENDATION:
Approve/Ratify the amendment to the MyPT San Diego Agreement to provide physical therapy and consultations for students with special needs at a cost up to $60,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$60,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT
For Physical Therapy Evaluations & Consultations

AMENDMENT

This AMENDMENT is made effective on February 14, 2020, and it is made by and between MyPT San Diego, hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated July 11, 2019, currently provides physical therapy evaluations and consultation including IEP attendance.

WHEREAS, the District would like to include additional cost for physical therapy evaluations and consultation including IEP attendance services, for an additional student that requires the same services.

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of $40,000.00 to original contract. The new contract not to exceed amount is $60,000.00. All other terms and conditions on original agreement dated July 11, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

MyPT San Diego
3445 Xenophon Street
San Diego, CA 92106
(619) 701-7489

Signature

Cathy Alford
Name & Title

cathy@myptsandiego.com
Email

Date signed

DISTRICT:

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

Signature

Marilyn Adrianzen Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

/
Date signed Board approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 13, 2020

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

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

INITIAL: _____

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH U.S. SOCCER FOUNDATION FOR MINI-PITCH INITIATIVE

BACKGROUND INFORMATION:
Consistent with the District's interests in promoting youth sports, the U.S. Soccer Foundation is offering a grant to install mini-pitch soccer surface(s) with goal installation with an estimated value of $60,000.00 for each mini-pitch that is awarded.

If the District is awarded one or more mini-pitches, a Grant Agreement will follow. The schools where these mini-pitches will be installed is still to be determined. *Please note: Legal counsel (BBK) has reviewed this Memorandum of Understanding.*

RECOMMENDATION:
Approve the Memorandum of Understanding with the U.S. Soccer Foundation for a Mini-Pitch Initiative.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

My signature and initials below confirm that the appropriate representative(s) from my organization understand that it has been considered for a U.S. Soccer Foundation ("Foundation") mini-pitch, and as such, we would be responsible for the following to be memorialized in a final Grant Agreement executed by the parties. Please initial each line on page 1, sign page 2, initial acknowledgement on Attachment A attached hereto and incorporated by this reference, and return an electronic copy of the document in full.

Please note that the information within this document is confidential, to the extent permitted by law and should be treated as such. Neither the opportunity of a potential mini-pitch, nor the funding partner and branding shown below or on Attachment A, may be disclosed externally by your organization, including any media.

_____ Upon completion of the mini-pitch, provide proof of commercial general liability, workers' compensation liability, participant accident liability, and umbrella liability insurance, or comparable self-insurance

_____ Upon completion of the mini-pitch, add the U.S. Soccer Foundation as "Additional Insured" on insurance documentation, if applicable

_____ Confirm ownership or long-term lease (minimum of 10 years) of the property on which the mini-pitch is to be installed

_____ Allow the Foundation, and other funders, to have their logos placed on both the mini-pitch surface, as well as on the associated signage, for the useful life of the mini-pitch, as depicted within Attachment A

_____ Allow the Foundation to act as the project manager, using their approved vendors who carry all requisite insurance to perform installation of the mini-pitch project

_____ Obtain all necessary consents, approvals, permits and/or licenses required to install the mini-pitch

_____ Agree to allow the Foundation to complete the mini-pitch project within 90 days of the execution of final Grant Agreement

_____ Provide before and after photos of the mini-pitch to Foundation upon request

Execution of this Memorandum of Understanding signifies that all involved parties have reviewed this Memorandum of Understanding and intend to negotiate, finalize, and execute a formal Grant Agreement within 30 days of being selected for a U.S. Soccer Foundation mini-pitch grant.

SAN YSIDRO SCHOOL DISTRICT

Name of Organization

Marilyn Adrianzen, Chief Business Official

Name and Title (please print)

Authorized Signature | Date | Board Approved

U.S. SOCCER FOUNDATION

Name of Organization

Name and Title (please print)

Authorized Signature | Date

ATTACHMENT A

_____ (Initials)