

San Ysidro School District Governing Board

AGENDA

Thursday
May 14, 2020
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, May 14, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (260) 782-6126 and enter the access code 852010877. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, APRIL 16, 2020

5:00 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public viewed this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to publiccomment@sysdschools.org on or before Thursday, April 16, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (484) 909-0260 and enter the access code 485 059 342#. Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

AMENDED AGENDA MINUTES

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

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Government Code Section 54953 and Governor Newsom's Executive Order N-29-20.

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

President Gurmilan announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda for the meeting.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wished to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, April 16, 2020 at 3:00 pm. Comments were limited to 300 words or less. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

Vice-President Martinez made a motion to recess to Closed Session, seconded by Board Member I. Lopez. The vote was 5 Ayes - 0 Noes.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:21 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2020010399

5.2 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

5.3 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 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.5 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 6:00 pm 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: 6:00 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Government Code Section 54953 and Governor Newsom’s Executive Order N-29-20.

Dr. Potter announced that the Board will reconvene to Closed Session after Open Session. Board Member Irene Lopez is having technical difficulties to login after the Closed Session.

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 - *Joined the meeting at 6:16 p.m.*
- Mrs. Rosaleah Pallasigue, Member

Board President Gurmilan and Board Member Pallasigue explained the process for the public to login and view the Board meeting.

President Gurmilan announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

8. FLAG SALUTE by Humberto Gurmilan, Board President

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who wanted to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, April 16, 2020 at 3:00 pm. Comments were limited to 300 words or less. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Azteca Warrior, 1) Would like to know how to raise a physical education grade at Vista Del Mar Middle School.

Jesus Neri, 1) Would like to know how to raise social studies, math or any class grade at Vista Del Mar Middle School.

Pablo J. Sainz, Parent, 1) Requested that students not have too much school work with distance learning as they have during a regular school day and shared the reasons why.

President Gurmilan announced that Board Member Irene Lopez joined the Board Meeting at 6:16 p.m.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Appreciates the immense undertaking of staff and the leadership with the unrolling of Distance Learning and the chromebook distribution. Thanked the technology team. 2) To see the San Ysidro School District pull together in such a way is heart warming. We are in this together. 3) Appreciates Dr. Potter’s guidance and leadership. 4) Appreciates Cabinet. 5) Asked the administration to compile a list of mental health services for our students.

Member I. Lopez, Commented: 1) Thanked everyone who was involved with the launching of Distance Learning. 2) Thanked SYEA and CSEA for their dedication and support for our students and community. 3) Would like professional development training across the board. 4) Students in the lower grades don’t understand what is going on. Feels it’s important for the younger students to see the faces of their teachers and maybe their aides. 5) We need to look at chromebooks for the lower grades. There might be more than one child in the home. 6) We should listen and work with staff that has experience, knows the students and the community.

Vice-President Martinez, Commented 1) He is honored to be a part of this district and the Board. 2) Thanked all staff. He appreciates everything they do. 3) Directed the administration to make sure every teacher doing Distance Learning gets appropriate training and to offer opportunities to our staff that can assist. 4) We should continue with a technology committee. This will help us move forward. 5) Wished everyone health and safety. We will get through this.

Clerk R. Lopez, Commented: 1) Thanked the entire district for stepping up to the occasion. 2) Encouraged everyone to follow the information on the district website. We were recognized by the California Department of Education on their social media platform for sharing information with our families and community. 3) For those that don't have access, we will work on the issue.

President Gurmilan, Commented: 1) He is proud of the work the whole district is doing and honored to be a part of what is happening. 2) Thanked parents for understanding the challenges the district is facing and for doing their part in continuing the education at home. It's been a difficult transition for everyone, but I think we are moving in the right direction. 3) If we continue being patient and following directions from authorities at the state level, we will get through the challenges we are facing. 4) Looking at the positives, this is an opportunity to close the technology gap so every student has access to a computer and internet. 5) As long as we continue to work together, we will get through this and our students will continue to get the education they deserve.

Superintendent Potter, Commented: 1) She is proud of our staff, community and school district. 2) She attended the food distribution at La Mirada where one-thousand students were served. We gave five breakfast and five lunches for a total of ten-thousand meals. Thanked the child nutrition staff and maintenance. 3) Thanked the technology team for disinfecting and programming over two-thousand chromebooks for the chromebook distribution. Chromebooks will be purchased for some of the lower grades in our district. 4) Thanked internet companies for providing affordable internet services for our students. We are here to support our students and families. 5) She is proud of our teachers. They learned Google Classroom and will launch Distance Learning. Many teachers have started communicating with their students. 6) Thanked teachers, classified staff and the Board for helping and for their leadership.

11. CONFERENCE SESSION

Reports/Presentations

11.1 District Coronavirus Response & Distance Learning Program Update - Chief Business Official - Marilyn Adrianzen, Executive Director of Curriculum, Instruction & Innovation - Manuela Colom and Executive Director of Human Resources - Dr. David Farkas

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 12C.2 for discussion and to be voted on separately.

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

12A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)

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

12A.1 Substitute Child Nutrition Specialist

12A.2 Substitute Instructional Aide

12B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

12B.1 Substitute Teacher

JOB DESCRIPTION (Farkas)

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

12B.2 School Counselor

12C. CURRICULUM & INSTRUCTION

12C.1 AUTHORIZE DISTANCE LEARNING PLAN (Colom)

The Board approved the Distance Learning Plan, created in response to the world health crisis for the remainder of the 2019-2020 school year.

12C.2 PROFESSIONAL DEVELOPMENT (Colom) - *Pulled for discussion.*

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Citizens' Bond Oversight Committee Members (7), Amber Elliott	School Bonds 101 Point Loma Nazarene University	Online Course	May/June 2020	\$3,411.00	General Fund
Elmy Flores	University of Georgia Professional Interpreter in Special Education: Help Schools Build Trust With Parents of Special Education Children	Online Course	April/June 2020	\$699	General Fund

Motion: Martinez Second: Pallasigue Vote: Unanimous

12D. BUSINESS

12D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period February 25, 2020 through March 26, 2020.

12D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of February 28, 2020 through March 26, 2020 for a total expenditure of \$506,669.04.

12D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$130.59 to help support and enrich our educational programs.

12D.4 THIRD 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 third quarter from January 1, 2020 to March 31, 2020 of the 2019-20 school year for submission to the San Diego County Office of Education.

12D.5 MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES IN SUPPORT OF THE SAN YSIDRO DOMESTIC VIOLENCE PREVENTION COLLABORATIVE (SYDVPC) (Colom/Calleros)

The Board approved/ratified the Memorandum of Understanding with South Bay Community Services in support of the San Ysidro Domestic Violence Prevention Collaborative from December 2019 to December 2021 at no cost to the District.

12D.6 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT - AMENDMENT NO. 2 (Colom/Reed)

The Board approved Amendment No. 2 to the California State Department of Education Contract No. CSPP-9470 for the Preschool & Child Development Programs fiscal year 2019-2020 adding contract language to include the San Diego County Pilot Plan as approved by the California Department of Education and increasing the maximum reimbursable amounts from \$1,388,213.00 to \$1,415,291.00.

12D.7 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2019-20 – AMENDMENT NO. 2 (Colom/Medina)

The Board accepted the Grant Award Amendment No. 2 from the Education for Homeless Children and Youth Program to provide supplemental services for District’s homeless children and youth. The grant timeline was extended to September 30, 2020 for fiscal year 2019-20.

12D.8 AMENDMENT TO THE SAN DIEGO STATE RESEARCH FOUNDATION AGREEMENT FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM (Colom)

The Board approved the amendment to the San Diego State Research Foundation Agreement for the National Center for Urban School Transformation (NCUST) program to support La Mirada Elementary and San Ysidro Middle Schools.

12D.9 AGREEMENT WITH GOVERNMENT FINANCIAL STRATEGIES (Adrianzen)

The Board approved the agreement with Government Financial Strategies to serve as financial advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2020 (TRANS) at an estimated cost of \$36,000.00 from the General fund.

12D.10 PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS THROUGH PIGGYBACK AGREEMENT BETWEEN IRVINE UNIFIED SCHOOL DISTRICT AND CDW GOVERNMENT LLC (BID NO. 19/20-01 IT) (Adrianzen/Lewis)

The Board approved purchases of technology equipment and peripherals through the piggyback agreement between Irvine Unified School District and CDW Government LLC (Bid No. 19/20-01 IT) pursuant to Public Contract Code 20118. The items being purchased under this agreement are Chromebooks and Notebook sleeves estimated at a cost of \$442,538.75 from Title I, Title II, Title III and Title IV.

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of March 12, 2020 and the minutes of the Special Board Meeting of March 12, 2020.

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

13.2 RESOLUTION NO. 19/20-0032 - DAY/WEEK OF THE TEACHER (Farkas)

The Board adopted Resolution No. 19/20-0032 declaring the observance of Wednesday, May 13, 2020, as the San Ysidro “Day of the Teacher” and the week of May 10-16, 2020, as “Week of the Teacher.”

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

13.3 RESOLUTION NO. 19/20-0033 - CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK (Farkas)

The Board adopted Resolution No. 19/20-0033 recognizing the week of May 17-23, 2020, as “Classified and Confidential School Employee Week.”

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

13.4 RESOLUTION 19/20-0035 TO MODIFY GRADUATION/PROMOTION REQUIREMENTS FOR STUDENTS CURRENTLY ENROLLED (Colom)

The Board adopted Resolution No. 19/20–0035 to Modify Graduation/Promotion Requirements for Students Currently Enrolled due to Emergency Conditions.

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

13.5 RESOLUTION NO. 19/20-0036 - CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE T (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0036. *The district’s bond legal counsel and bond financial advisor provided a brief overview.*

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

13.6 RESOLUTION NO. 19/20-0037 - CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE U (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0037. *The district’s bond legal counsel and bond financial advisor provided a brief overview.*

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

13.7 RESOLUTION NO. 19/20-0038 - ESTABLISHING AN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE FOR MEASURE T (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0038 to establish an independent citizens' bond oversight committee as required by Measure T and Sections 15278 *et seq.* of the California Education Code. *The district's bond legal counsel and bond financial advisor provided a brief overview.*

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

13.8 RESOLUTION NO. 19/20-0039 - ESTABLISHING AN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE FOR MEASURE U (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0039 to establish an independent citizens' bond oversight committee as required by Measure U and Sections 15278 *et seq.* of the California Education Code. *The district's bond legal counsel and bond financial advisor provided a brief overview.*

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

13.9 RESOLUTION NO. 19/20-0040 - AUTHORIZING PETITION TO SAN DIEGO COUNTY BOARD OF SUPERVISORS FOR THE CANCELLATION OF UNSOLD BONDS AS PROVIDED BY SECTION 15200 OF THE EDUCATION CODE (Adrianzen)

In connection with the Bond Election, the District resolved that it would cancel the remaining unsold bond authorization under Proposition C if Measure T and Measure U were approved. Because the District's voters approved Measure T and Measure U, this Resolution authorizes the District to petition the San Diego County Board of Supervisors to cancel the remaining Proposition C authorization, as required by law.

The Board approved/adopted Resolution No. 19/20-0040. - *The district's bond legal counsel and bond financial advisor provided a brief overview.*

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

13.10 OPEN PUBLIC HEARING IN REFERENCE TO RESOLUTION NO. 19/20-0041 AUTHORIZING REQUEST FOR WAIVER FROM THE STATE BOARD OF EDUCATION RELATIVE TO STATUTORY GENERAL OBLIGATION BOND DEBT LIMITATIONS AS PROVIDED BY SECTION 15102 OF THE EDUCATION CODE (Adrianzen)

The Board Opened Public Hearing in reference to Resolution No. 19/20-0041 authorizing request for waiver from the State Board of Education relative to statutory general obligation bond debt limitations as provided by section 15102 of the education code. Public comments should be submitted via email by 3:00 p.m. on April 16, 2020 at publiccomment@sysdschools.org.

There were no public comments.

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

13.11 CLOSE PUBLIC HEARING IN REFERENCE TO RESOLUTION NO. 19/20-0041

AUTHORIZING REQUEST FOR WAIVER FROM THE STATE BOARD OF EDUCATION RELATIVE TO STATUTORY GENERAL OBLIGATION BOND DEBT LIMITATIONS AS PROVIDED BY SECTION 15102 OF THE EDUCATION CODE (Adrianzen)

The Board Closed Public Hearing in reference to Resolution No. 19/20-0041 authorizing request for waiver from the State Board of Education relative to statutory general obligation bond debt limitations as provided by section 15102 of the education code.

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

13.12 RESOLUTION NO. 19/20-0041 - AUTHORIZING REQUEST FOR WAIVER FROM THE STATE BOARD OF EDUCATION RELATIVE TO STATUTORY GENERAL OBLIGATION BOND DEBT LIMITATIONS AS PROVIDED BY SECTION 15102 OF THE EDUCATION CODE (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0041. *The district’s bond legal counsel and bond financial advisor provided a brief overview.*

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

13.13 RESOLUTION NO. 19/20-0042 - APPROVING A DEBT ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE WITH SENATE BILL 1029 (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0042. *The district’s bond legal counsel and bond financial advisor provided a brief overview.*

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

13.14 RESOLUTION NO. 19/20-0043 - APPROVING DISCLOSURE PROCEDURES (Adrianzen)

The Board approved/adopted Resolution No. 19/20-0043. *The district’s bond legal counsel and bond financial advisor provided a brief overview.*

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

13.15 RESOLUTION NO. 19/20-0034 – LAYOFF OF CLASSIFIED STAFF (Farkas)

The Board approved Resolution No. 19/20-0034 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

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

13.16 RESOLUTION NO. 19/20-0044 – LAYOFF OF CERTIFICATED STAFF (Farkas)

The Board approved Resolution No. 19/20-0044 authorizing the District to reduce and/or eliminate the following particular kinds of certificated services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

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

Vice-President Martinez made a motion to recess to Closed Session, seconded by Clerk R. Lopez. The vote was 5 Ayes - 0 Noes.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:16 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2020010399

5.2 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

5.3 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 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.5 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 9:59 pm 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.

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. Rosaleah Pallasigue, Member
- Mrs. Irene Lopez, Member - *Had technical difficulties transitioning from Closed Session to Open Session.*

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

- 1) Item 5.1- The Board approved a settlement agreement in the Office of Administrative Hearings, Case No. 2020010399. The motion was made by Board Member Pallasigue, seconded by Board Clerk Rudy Lopez, with 5 votes in favor unanimous to approve.

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

14. ADJOURNMENT Time: 10:01 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ANNUAL RESOLUTIONS FOR FISCAL YEAR 2020-2021

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to carry out District business for fiscal year 2020-21 effective July 1, 2020 to June 30, 2021:

Resolution No.	Description
20/21-0001	To receive mail and pick up warrants at the San Diego County Office of Education
20/21-0002	To sign payment orders and to ascertain and certify that each employee of the District has taken the oath of allegiance
20/21-0003	To sign school orders (commercial warrants)
20/21-0004	To issue the replacement of warrants
20/21-0005	To sign bank account checks and school orders

RECOMMENDATION:

Approve Resolutions Nos. 20/21-0001 through 20/21-0005 designating authorized agents to carry out District business for fiscal year 2020-2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION 20/21-0001
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS
AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____,
 seconded by member _____ Effective: July 1, 2020 through June 30, 2021.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (*one person only*) to receive mail from the Accounting/Payroll Sections is
Marilyn Adrianzen, Chief Business Official

2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the
 mail addressee) are:

Amber Elliott Araceli Felix Blanca Vega Daniel Chavez

mail **hold** consortium

3. Check one Monthly payroll warrants each and every month.
 Check one Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be
 submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 14, 2020 by the following vote:
 (Date)

AYES: _____ MEMBERS NOES: _____ MEMBERS ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) SS

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

 Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Marilyn Adrianzen	_____	Amber Elliott	_____
Araceli Felix	_____	Daniel Chavez	_____
Blanca Vega	_____		

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 20/21-0004

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted effective July 1, 2020 through June 30, 2021:

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

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

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

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

Manual Signature

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

PASSED AND ADOPTED by said Governing Board on May 14, 2020:

AYES: _____

NOES: _____

ABSENT: _____

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

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 20/21-0005**

**AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS
AND SCHOOL ORDERS FOR FISCAL YEAR 2020-2021**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 1, 2020 through June 30, 2021.

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

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account**: established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account**: established with an initial balance of \$20,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account**: established with an initial balance of \$50,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account**: Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Maria Concepción Rodríguez, Principal, San Ysidro Middle School
 - iv. Nadia Aviles, Principal, Vista Del Mar School
 - v. Irene Herrera-Cevallos, Interim Principal, Vista Del Mar School (ADD)
 - e. **Camp Account**: Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0045 DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION

BACKGROUND INFORMATION:

The State Allocation Board Office of Public School Construction requires pursuant to the provisions of Education Code Section 17070.10 et seq., that Authorized Signatories be designated to sign all documents and act on behalf of the district.

RECOMMENDATION:

Approve Resolution No. 19/20-0045 designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized representatives to the State Allocation Board, Office of Public School Construction effective July 1, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

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

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

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 14 / 2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

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

Gina A. Potter		Superintendent
<i>Name</i>	<i>Signature</i>	<i>Title</i>

(619) 428-1505	(619) 428-4476	May 14, 2020
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

4350 Otay Mesa Road, San Ysidro, CA 92173

Mailing Address

gina.potter@sysdschools.org

Email Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	3 _____
Bilingual Authorization (applicant already holds teaching credential)	3 _____
List target language(s) for bilingual authorization: Spanish	

Resource Specialist	3 _____
Teacher Librarian Services	0 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	1
Special Education	1
TOTAL	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We do not have a Commission-approved program

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.
Brandman University, National University, Point Loma Nazarene University, and San Diego State University.

If no, explain why you do not participate in an internship program.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: 2018-19 THIRD INTERIM BUDGET REPORT

BACKGROUND INFORMATION:

Each year, public school districts are required to submit two Interim Financial Reports; one as of October 31st and the other as of January 31st. A Third Interim report is required as of April 30th for districts that have a qualified or negative certification on their budget, meaning there is question as to a district's ability to meet its financial obligations.

These reports are designed to advise the Board, public, County Office of Education and the State Controller's Office of current financial conditions and allows time for responding to revised assumptions and projections before the end of the fiscal year.

The District's Second Interim Report which was accepted by the Board in March was reviewed by the San Diego County Office of Education and determined that the district's certification is a "Qualified" certification; therefore, the District is required to submit a Third Interim Report.

REPORT TO BE SENT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2019-20 Third Interim Financial Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Governing Board OF THE San Ysidro Elementary School District
(Governing Body) (Name of Applicant)

THAT _____, OR
Superintendent
(Title of Authorized Agent)

_____, OR
Chief Business Official
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the San Ysidro Elementary School District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the San Ysidro Elementary School District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 14th day of May, 2020

Humberto Gurmilan, President
(Name and Title of Governing Body Representative)

Antonio Martinez, Vice President
(Name and Title of Governing Body Representative)

Rodolfo Lopez, Clerk
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Gina A. Potter, duly appointed and Secretary to the Governing Board of
(Name) (Title)
San Ysidro Elementary School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Governing Board of the San Ysidro Elementary School District
(Governing Body) (Name of Applicant)
on the 14th day of May, 2020.

(Signature)

Secretary to the Governing Board
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Coordinator of Public Relations and
Community Services,
Francisco Mata

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0046 - GUN VIOLENCE PREVENTION

BACKGROUND INFORMATION:

In 2019, San Diego City Attorney Mara W. Elliott introduced and the San Diego City Council enacted a Safe Storage of Firearms Ordinance that took effect September 12, 2019, soon after the beginning of the 2019-20 academic year. Firearm-related deaths in the United States are the second leading cause of injury-related deaths in children between the ages of 1 and 17.

Safely locking up or disabling firearms when they are not in the owner's immediate control is highly effective in reducing gun violence and has been found to be the single most effective gun-safety measure enacted by states and municipalities

Educating gun owners is a critical component of gun safety, in that an estimated 4.6 million children in the United States live in a home with unsecured firearms, and 73% of children ages 9 and under reported knowing the location of their parent's firearms, and 36% of those children admitted that they had handled the firearms, including children whose parents had reported their children did not know the location of their firearms.

The San Ysidro School District Governing Board, in furtherance of the goals of San Diego's Safe Storage of Firearms Ordinance, will take part in increased outreach to ensure District students and families follow the ordinance to protect students under their care.

RECOMMENDATION:

Adopt Resolution No. 19/20-0046 - Gun Violence Prevention.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial

**GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT**

(IN THE MATTER OF RECOGNIZING
GUN VIOLENCE PREVENTION)

RESOLUTION NO. 19/20-0046

WHEREAS, firearm-related deaths in the United States are the second leading cause of injury-related deaths in children between the ages of 1 and 17; and

WHEREAS, having a firearm in the home that is easily accessible to children increases firearm related injuries, deaths, and crimes, including teen suicide, creating significant local and national public health impacts; and

WHEREAS, safely locking up or disabling firearms when they are not in the owner's immediate control is highly effective in reducing gun violence and has been found to be the single most effective gun-safety measure enacted by states and municipalities; and

WHEREAS, between 2007 and 2016, San Diego County's suicide rate among those aged 18 years or younger was higher than the California state rate, and had increased 5% between 2016 and 2017; and

WHEREAS, suicide attempts often are impulsive acts, frequently occurring within five minutes of their decision to attempt suicide, and secured firearms impede the opportunity for impulsive suicide attempts, giving suicidal individuals time to contact family, friends, and health-care professionals, and giving others time to react; and

WHEREAS, educating gun owners is a critical component of gun safety, in that an estimated 4.6 million children in the United States live in a home with unsecured firearms, and 73% of children ages 9 and under reported knowing the location of their parent's firearms, and 36% of those children admitted that they had handled the firearms, including children whose parents had reported their children did not know the location of their firearms; and

WHEREAS, in 2019, San Diego City Attorney Mara W. Elliott introduced and the San Diego City Council enacted a Safe Storage of Firearms Ordinance that took effect September 12, 2019, soon after the beginning of the 2019-20 academic year; and

WHEREAS, the City of San Diego's Safe Storage of Firearms law requires all residents to safely lock or store firearms inside their residences, unless the weapon is being carried on the body or in the immediate control of its owner or other authorized user; and

WHEREAS, the San Ysidro School District calls on fellow "elected officials to commit to closing gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms, and those that allow the trafficking of illegal guns"; and

WHEREAS, the Governing Board of the San Ysidro School District, with more than 4,000 students under its supervision, now seeks to inform parents and guardians of the importance of safe storage in reducing accidental shootings of children and other firearm-related injuries and deaths; and

WHEREAS, the rising threat of gun violence has struck at the heart of the cherished shared ideal of providing a future for our youth through education, stretching from tragedies like San Diego’s own Cleveland Elementary School shooting in 1993 and terrible attacks on innocence that followed including school shootings at Columbine High School in 1999, the Sandy Hook Elementary massacre in 2012, and the Parkland, Florida, mass shooting in February 2018; and

WHEREAS, there have been more than 227 school shootings nationwide – including five in San Diego County -- shattering communities and leaving emotional scars;

NOW THEREFORE BE IT RESOLVED, that the San Ysidro School District Governing Board, in furtherance of the goals of San Diego’s Safe Storage of Firearms Ordinance, will take part in increased outreach to ensure District students and families follow the ordinance to protect students under their care.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, San Diego County, California this 14th day of May 2020, by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Humberto Gurmilan, President

Antonio Martinez, Vice-President

Rudy Lopez, Clerk

Irene Lopez, Member

Rosaleah Pallasigue, Member

Gina A. Potter, Ed.D, Superintendent

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – MAY 2020

BACKGROUND INFORMATION:

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

The following is a list of professional developments up for the May 14, 2020 Board meeting:

- May Revision Online Workshop, scheduled for May 19,2020 – Participants: Humberto Gurmilan, Rodolfo Lopez, Antonio Martinez, Yolanda Olszewski and Natalie La Rosa
- School Bonds 101, May/June 2020 @ Point Loma Nazarene University, Participants: Humberto Gurmilan and Rodolfo Lopez
- University of Georgia Professional Interpreter in Education Certificate: Gain the Skills You Need to Become a Better Interpreter – Online Course from April/June, 2020 ~ Participant: Pablo Sainz
- May Revision Workshop (SDCOE) - May 20, 2020 ~ Participants: Marilyn Adrianzen & Amber Elliott

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

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

APPROXIMATE COST

\$2,557.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL DEVELOPMENT**ITEM 13.B.1**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Humberto Gurmilan, Rodolfo Lopez, Antonio Martinez, Yolanda Olszewski, Natalie La Rosa	May Revision Workshop	Online	May 19, 2020	\$1,100.00	General Fund
Humberto Gurmilan, Rodolfo Lopez	School Bonds 101 Point Loma Nazarene University	Online Course	May/June 2020	\$758.00	General Fund
Pablo Sainz	University of Georgia Professional Interpreter in Education Certificate: Gain the Skills You Need to Become a Better Interpreter	Online Course	April/June 2020	\$699.00	General Fund
Marilyn Adrianzen Amber Elliott	May Revision Workshop (SDCOE)	Online	May 20, 2020	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #10 (April 5, 2020 through April 28, 2020): ▪ General Fund: 0000006223-0000006257, 0000006259-0000006260, 0000006262-0000006266, 0000006269-0000006277, 0000006279-0000006287
▪ Child Development Fund: 0000006258, 0000006261, 0000006267-0000006268, 0000006278

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period April 5, 2020 through April 28, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

Varies

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/5/2020	0000006223	000136	WAXIE SANITARY SUPPLY		0100	00000019	4300020	070	\$ 2,561.69
4/5/2020	0000006224	000136	WAXIE SANITARY SUPPLY		0100	00000000	4300020	069	\$ 3,268.70
4/5/2020	0000006225	000136	WAXIE SANITARY SUPPLY		0100	00000000	4300020	069	\$ 93.47
4/6/2020	0000006226	000136	WAXIE SANITARY SUPPLY		0100	00000019	4300020	070	\$ 2,693.75
4/7/2020	0000006227	00069A	CITY TREASURER		0100	81500000	5800006	070	\$ 350.00
4/7/2020	0000006228	0000000574	ACCO ENGINEERED SYSTEMS, INC.		0100	81500000	5600005	070	\$ 9,389.33
4/7/2020	0000006229	000506	DION INTERNATIONAL TRUCK INC.		0100	09820000	5600005	074	\$ 7,893.75
4/7/2020	0000006230	001610	FIREHAWK		0100	81500000	5600005	070	\$ 623.70
4/8/2020	0000006231	001012	CDW GOVERNMENT LLC		0100	00000000	5800006	064	\$ 213.08
4/8/2020	0000006232	003377	SOUTHWEST SCHOOL & OFFICE		0100	00000019	4300020	070	\$ 206.07
4/10/2020	0000006233	003377	SOUTHWEST SCHOOL & OFFICE		0100	00000019	4300000	070	\$ 2,289.69
4/10/2020	0000006234	001012	CDW GOVERNMENT LLC		0100	73880000	4300000	010	\$ 60,641.71
4/14/2020	0000006235	000809	OFFICE DEPOT		0100	56400000	4300001	054	\$ 513.45
4/14/2020	0000006236	004678	AMAZON.COM, INC.		0100	56400000	4300001	054	\$ 2,158.34
4/14/2020	0000006237	003377	SOUTHWEST SCHOOL & OFFICE		0100	56400000	4300001	054	\$ 1,479.41
4/14/2020	0000006238	004678	AMAZON.COM, INC.		0100	00000000	4300011	064	\$ 134.02
4/14/2020	0000006239	0000000223	NINYO & MOORE		0100	9010075	6200005	080	\$ 15,000.00
4/14/2020	0000006240	000809	OFFICE DEPOT		0100	00000019	4300000	070	\$ 5,000.00
4/15/2020	0000006241	004601	SIR SPEEDY PRINTING 02890		0100	00000019	4300000	061	\$ 1,290.84
4/15/2020	0000006242	002990	ULINE		0100	00000019	4300000	061	\$ 486.32
4/15/2020	0000006243	0000000611	SUCCESSORIES, INC		0100	00000019	4300000	070	\$ 1,885.63
4/15/2020	0000006244	003377	SOUTHWEST SCHOOL & OFFICE		0100	00000019	4300000	061	\$ 1,971.72
4/18/2020	0000006245	0000000292	WINET PATRICK GAYER CREIGHTON		0100	00000000	5800002	071	\$ 47,686.87
4/18/2020	0000006246	004676	THE GARLAND COMPANY INC.		0100	81500000	4300007	070	\$ 321.50
4/18/2020	0000006247	0000000223	NINYO & MOORE		0100	81500000	5600005	070	\$ 3,500.00
4/18/2020	0000006248	000814	COUNTY OF SAN DIEGO		0100	00000000	5800010	071	\$ 48,000.00
4/18/2020	0000006249	004913	ENVIROMATRIX ANALYTICAL, INC		0100	81500000	5600005	070	\$ 428.85
4/18/2020	0000006250	000778	SAFEWAY INC. - VONS DIVISION		0100	81500000	4300011	070	\$ 19.98
4/18/2020	0000006251	0000000292	WINET PATRICK GAYER CREIGHTON		0100	00000000	5800002	071	\$ 17,718.62
4/21/2020	0000006252	004546	LAW OFFICES OF SCHWARTZ&STOREY		0100	00000000	5800150	054	\$ 5,500.00
4/21/2020	0000006253	0000000390	DANNIS WOLIVER KELLEY		0100	00000000	5800150	054	\$ 7,573.50
4/21/2020	0000006254	004784	TIME AND ALARM SYSTEMS		0100	81500000	5600005	070	\$ 448.00
4/21/2020	0000006255	003888	STANLEY CONVERGENT SECURITY		0100	81500000	5600005	070	\$ 1,151.75
4/21/2020	0000006256	0000000621	PARKHOUSE TIRE INC		0100	81500000	5600005	070	\$ 1,996.21
4/21/2020	0000006257	0000000077	AZTEC CONTAINER		0100	81500000	5600001	070	\$ 1,616.24
4/21/2020	0000006259	004822	CALIFORNIA FINANCIAL SERVICES		0100	00000000	5800010	071	\$ 20,000.00
4/21/2020	0000006260	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	40350000	5200003	061	\$ 50.00
4/21/2020	0000006262	004830	THE TITAN GROUP, PROFESSIONAL		0100	00000000	5800010	062	\$ 1,826.25
4/22/2020	0000006263	0000000670	COMMUNITY SPORTS - COMSPORTS		0100	0980002	4300001	061	\$ 800.00
4/23/2020	0000006264	0000000727	GORM, INC.		0100	00000019	4300000	070	\$ 4,622.48
4/23/2020	0000006265	0000000728	A & I REPROGRAPHICS		0100	96250000	5800010	010	\$ 11,174.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	012	\$ 31,823.23
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	016	\$ 63,607.36
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	018	\$ 74,202.07
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	020	\$ 60,440.68
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	022	\$ 55,671.10
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	024	\$ 60,440.68
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	025	\$ 14,035.06
4/23/2020	0000006266	CDW GOVERNMENT LLC	001012		0100	3010000	4300001	061	\$ 30,728.57
4/27/2020	0000006269	POINT LOMA NAZARENE UNIVERSITY	000000730		0100	0000000	5200003	071	\$ 3,032.00
4/28/2020	0000006270	AMAZON.COM, INC.	004678		0100	5640000	4300001	054	\$ 1,189.39
4/28/2020	0000006271	SDSU RESEARCH FOUNDATION/NCUST	000000709		0100	3182001	5100000	012	\$ 4,123.00
4/28/2020	0000006271	SDSU RESEARCH FOUNDATION/NCUST	000000709		0100	3182001	5100000	022	\$ 4,123.00
4/28/2020	0000006272	LAW OFFICES OF SCHWARTZ&STOREY	004546		0100	0000000	5800150	054	\$ 8,500.00
4/28/2020	0000006273	I B TROPHIES & AWARDS	002355		0100	0000000	4300011	025	\$ 102.37
4/28/2020	0000006274	US GAMES	004560		0100	0000000	4300013	025	\$ 336.94
4/28/2020	0000006275	CROWN AWARDS	000000495		0100	0000000	4300001	016	\$ 666.46
4/28/2020	0000006276	SCHOOL SERVICES OF CALIFORNIA	000588		0100	0000000	5200001	062	\$ 247.83
4/28/2020	0000006277	SCHOOL SPECIALTY	000535		0100	6500000	4300001	054	\$ 986.61
4/28/2020	0000006279	WILLIAM H. SADLIER, INC	000000031		0100	3010000	4300001	018	\$ 2,499.65
4/28/2020	0000006280	LAKESHORE	000146		0100	0000000	4300001	020	\$ 563.28
4/28/2020	0000006281	OFFICE DEPOT	000809		0100	0000000	4300011	022	\$ 579.01
4/28/2020	0000006282	LAKESHORE	000146		0100	3010000	4300001	018	\$ 614.05
4/28/2020	0000006283	REALLY GOOD STUFF, LLC	001501		0100	3010000	4300001	018	\$ 811.20
4/28/2020	0000006284	OFFICE DEPOT	000809		0100	0000000	4300001	018	\$ 169.24
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	012	\$ 5,804.46
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	016	\$ 11,608.93
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	018	\$ 13,063.16
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	020	\$ 10,160.93
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	022	\$ 10,160.93
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	024	\$ 10,160.93
4/28/2020	0000006285	CDW GOVERNMENT LLC	001012		0100	3010000	4400000	025	\$ 1,454.24
4/28/2020	0000006286	DANNIS WOLIVER KELLEY	0000000390		0100	0000000	5800150	054	\$ 3,124.15
4/28/2020	0000006287	WLC ARCHITECTS INC	0000000729		0100	9625000	5800010	010	\$ 75,000.00
Total for 0100									\$ 854,609.43
4/21/2020	0000006258	SCHOLASTIC, INC	000273		1200	9024000	4300333	076	\$ 1,937.98
4/21/2020	0000006261	THE REGENTS OF UNIVERSITY OF	0000000286		1200	9024000	5800010	076	\$ 4,309.50
4/23/2020	0000006267	DISCOUNT SCHOOL SUPPLY	001487		1200	9024000	4300001	076	\$ 1,442.70
4/23/2020	0000006268	CM SCHOOL SUPPLY	0000000037		1200	9024000	4300001	076	\$ 1,663.68
4/28/2020	0000006278	LAKESHORE	000146		1200	9024000	4300001	076	\$ 8,696.31
Total for 1200									\$ 18,050.17
Grand Total									\$ 872,659.60

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14664836	CRYSTAL CLEAR GLASS & MIRROR	3/30/2020	555.99	0100	MAINTENANCE SUPPLIES
14664837	CORODATA RECORDS MANAGEMENT, INC.	3/30/2020	122.24	0100	CONTRACTED SERVICES
14664838	ORANGE COUNTY DEPT. OF EDUCATION	3/30/2020	100.50	0100	PROFESSIONAL SERVICES
14664839	P.I.P.S.	3/30/2020	15000.00	0100	CONTRACTED SERVICES
14664840	MARTA RODRIGUEZ DE TORRES	3/30/2020	19.38	0100	MILEAGE
14664841	BIJAN ZELLI	3/30/2020	27.60	0100	MILEAGE
14664842	CATALINA JAUREGUI	3/30/2020	48.12	0100	MILEAGE
14664843	MANO A MANO FOUNDATION	3/30/2020	8000.00	0100	PROFESSIONAL SERVICES
14664844	XEROX FINANCIAL SERVICES	3/30/2020	9274.25	0100	PROFESSIONAL SERVICES
14664845	OMAR CALLEROS	3/30/2020	92.92	0100	MILEAGE
14664846	MAXIM HEALTHCARE SERVICES, INC	3/30/2020	23292.01	0100	PROFESSIONAL SERVICES
14664847	DATEL SYSTEMS INCORPORATED	3/30/2020	141.91	0100	MAINTENANCE SUPPLIES
14664848	RIFTON EQUIPMENT	3/30/2020	363.66	0100	INSTRUCTIONAL SUPPLIES
14664849	ALEXIS TAPIA	3/30/2020	14.38	0100	MILEAGE
14664850	EFRAIN IVAN MANRIQUEZ	3/30/2020	48.76	0100	MILEAGE
14664851	DANIEL CHAVEZ	3/30/2020	70.15	0100	MILEAGE
14664852	KARINA VICTORINO	3/30/2020	217.70	0100	MILEAGE
14664853	ALMA LAURA ENGLISH	3/30/2020	154.10	0100	REIMBURSEMENT
14664854	SASHANAE BUCHANAN	3/30/2020	193.46	0100	REIMBURSEMENT
14664855	PARKHOUSE TIRE INC	3/30/2020	199.00	0100	MAINTENANCE SUPPLIES
14664856	YOLANDA OLSZEWSKI	3/30/2020	53.51	0100	REIMBURSEMENT
14664858	CONSTANT CONTACT, INC.	3/30/2020	1050.00	0100	DUES & MEMBERSHIPS
14664859	MARIA PRECIADO	3/30/2020	189.60	0100	REIMBURSEMENT
14664860	DAVID FARKAS	3/30/2020	128.80	0100	REIMBURSEMENT
14664861	HUMBERTO GURMILAN	3/30/2020	30.00	0100	REIMBURSEMENT
14664862	LEXICONUSA	3/30/2020	8556.31	0100	OFFICE EQUIPMENT
14664863	LAKESHORE	3/30/2020	233.30	0100	INSTRUCTIONAL SUPPLIES
14664864	DUNN-EDWARDS CORP.	3/30/2020	393.41	0100	MAINTENANCE SUPPLIES
14664865	MICHELLE PATTERSON	3/30/2020	297.36	0100	REIMBURSEMENT
14664866	SCHOOL SPECIALTY	3/30/2020	322.96	0100	INSTRUCTIONAL SUPPLIES
14664868	OFFICE DEPOT	3/30/2020	4373.31	0100	OFFICE SUPPLIES
14664869	KONE INC	3/30/2020	10922.18	0100	CONTRACTED SERVICES
14664870	ASCD	3/30/2020	870.00	0100	REGISTRATION FEE

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14664871	BLICK ART MATERIALS	3/30/2020	1409.37	0100	INSTRUCTIONAL SUPPLIES
14664872	WILLIAM V. MAC GILL & CO.	3/30/2020	308.17	0100	MEDICAL SUPPLIES
14664873	NAPA AUTO AND TRUCK PARTS	3/30/2020	430.69	0100	GROUND SUPPLIES
14664874	HARBOR FREIGHT TOOLS	3/30/2020	126.02	0100	MAINTENANCE SUPPLIES
14664875	CALIFORNIA ELECTRIC SUPPLY	3/30/2020	727.57	0100	MAINTENANCE SUPPLIES
14664876	HD SUPPLY FACILITIES	3/30/2020	2055.00	0100	MAINTENANCE SUPPLIES
14664877	WAL- MART COMMUNITY/GEGRB	3/30/2020	418.35	0100	REFRESHMENTS
14664879	BJ'S RENTALS, INC.	3/30/2020	111.68	0100	RENTAL OF EQUIPMENT
14664880	SAN YSIDRO SCHOOL DISTRICT	3/30/2020	6486.61	0100	PCARD REPLENISH
14664881	VERONICA MEDINA	3/30/2020	99.00	0100	REIMBURSEMENT
14664882	SUPER DUPER PUBLICATION	3/30/2020	440.53	0100	INSTRUCTIONAL SUPPLIES
14664883	SYLVIA LUGO	3/30/2020	198.38	0100	REIMBURSEMENT
14664884	SIR SPEEDY PRINTING 02890	3/30/2020	96.99	0100	OFFICE SUPPLIES
14664885	MARIA C.RODRIGUEZ	3/30/2020	282.92	0100	REIMBURSEMENT
14664886	NIRVANA BUSTOS	3/30/2020	47.27	0100	MILEAGE
14665628	P.I.P.S.	4/2/2020	77751.66	0100	PROFESSIONAL SERVICES
14665629	ARDOR HEALTH SOLUTIONS	4/2/2020	7448.00	0100	PROFESSIONAL SERVICES
14665630	ALMA LAURA ENGLISH	4/2/2020	30.00	0100	REIMBURSEMENT
14665631	MARIA PRECIADO	4/2/2020	15.00	0100	REIMBURSEMENT
14665632	HOME DEPOT	4/2/2020	1276.09	0100	MAINTENANCE SUPPLIES
14665633	MARIA C.RODRIGUEZ	4/2/2020	15.00	0100	REIMBURSEMENT
14666871	LANGUAGE DYNAMICS GROUP, LLC	4/6/2020	353.60	0100	INSTRUCTIONAL SUPPLIES
14666872	SAN DIEGO GAS & ELECTRIC	4/6/2020	10338.90	0100	CONTRACTED SERVICES
14666873	GRAINGER	4/6/2020	500.22	0100	GROUND SUPPLIES
14666874	HOME DEPOT	4/6/2020	2614.51	0100	CUSTODIAL SUPPLIES
14666875	PRESIDENT'S EDUCATION AWARDS	4/6/2020	205.00	0100	INSTRUCTIONAL SUPPLIES
14666876	STANLEY CONVERGENT SECURITY	4/6/2020	54871.68	0100	MAINTENANCE AGREEMENT
14666877	GALLAGHER BENEFIT SERVICES, INC	4/6/2020	444.55	0100	PROFESSIONAL SERVICES
14667658	BMR HEALTH SERVICES, INC	4/9/2020	18279.28	0100	PROFESSIONAL SERVICES
14667659	ACCO ENGINEERED SYSTEMS, INC.	4/9/2020	9389.33	0100	CONTRACTED SERVICES
14667660	BorderLAN, Inc.	4/9/2020	6204.00	0100	CONTRACTED SERVICES
14667661	FLORENTINA FRANCO	4/9/2020	31.32	0100	REIMBURSEMENT
14667662	SAN DIEGO GAS & ELECTRIC	4/9/2020	36043.25	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14667663	DION INTERNATIONAL TRUCK INC.	4/9/2020	7893.75	0100	CONTRACTED SERVICES
14667664	THE INSTITUTE FOR EFFECTIVE	4/9/2020	8134.35	0100	PROFESSIONAL SERVICES
14667665	CITY TREASURER	4/9/2020	350.00	0100	MAINTENANCE FEE
14667666	UNITED STATES POSTAL SERVICE	4/9/2020	1653.16	0100	BULK MAIL REPLENISH
14667667	FIREHAWK	4/9/2020	623.70	0100	CONTRACTED SERVICES
14667668	VALLEY INDUSTRIAL SPECIALTIES	4/9/2020	1131.28	0100	MAINTENANCE SUPPLIES
14667669	WAL- MART COMMUNITY/GEGRB	4/9/2020	668.18	0100	INSTRUCTIONAL SUPPLIES
14667670	BATTERY SYSTEMS	4/9/2020	347.62	0100	GROUNDS SUPPLIES
14667671	BEST BEST & KRIEGER LLP	4/9/2020	22010.30	0100	LEGAL FEES
14667673	SYLVIA LUGO	4/9/2020	193.38	0100	REIMBURSEMENT
14667674	AMAZON.COM, INC.	4/9/2020	597.37	0100	INSTRUCTIONAL SUPPLIES
14667675	ALBERTO CARLOS HERRERA	4/9/2020	953.80	0100	SPORT SUPPLIES
14667676	SAN DIEGO CENTER FOR CHILDREN	4/9/2020	3633.71	0100	PROFESSIONAL SERVICES
14667677	ABA EDUCATION FOUNDATION	4/9/2020	474.75	0100	PROFESSIONAL SERVICES
14668499	BorderLAN, Inc.	4/13/2020	22097.01	0100	CONTRACTED SERVICES
14668500	WAXIE SANITARY SUPPLY	4/13/2020	16485.52	0100	CUSTODIAL SUPPLIES
14668501	OFFICE DEPOT	4/13/2020	3304.23	0100	INSTRUCTIONAL SUPPLIES
14664857	WEX BANK	3/30/2020	3732.64	0100	CONTRACTED SERVICES
14669201	MY PT SAN DIEGO	4/16/2020	3866.00	0100	PROFESSIONAL SERVICES
14669202	NINYO & MOORE	4/16/2020	13575.00	0100	CONTRACTED SERVICES
14669204	MAXIM HEALTHCARE SERVICES, INC	4/16/2020	17970.40	0100	PROFESSIONAL SERVICES
14669206	JOHNSON CONTROLS	4/16/2020	1416.00	0100	CONTRACTED SERVICES
14669207	DION INTERNATIONAL TRUCK INC.	4/16/2020	3321.49	0100	CONTRACTED SERVICES
14669211	UNITED STATES POSTAL SERVICE	4/16/2020	3313.93	0100	BULK MAIL REPLENISH
14669215	ROCIO ALVARADO	4/16/2020	56.35	0100	MILEAGE
14670312	CORODATA RECORDS MANAGEMENT, INC.	4/20/2020	126.32	0100	CONTRACTED SERVICES
14670313	MAXIM HEALTHCARE SERVICES, INC	4/20/2020	21676.27	0100	PROFESSIONAL SERVICES
14670314	PANERA BREAD COMPANY	4/20/2020	357.84	0100	REFRESHMENTS
14670315	AARDVARK ANT & PEST CONTROL INC.	4/20/2020	1560.00	0100	CONTRACTED SERVICES
14670316	DECLUES, BURKETT & THOMPSON, APC	4/20/2020	2071.20	0100	LEGAL FEES
14670317	PARADIGM HEALTHCARE SERVICES	4/20/2020	651.11	0100	PROFESSIONAL SERVICES
14670318	THE INSTITUTE FOR EFFECTIVE	4/20/2020	9063.99	0100	PROFESSIONAL SERVICES
14670319	REFRIGERATION SUPPLIES	4/20/2020	184.88	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14670320	REPUBLIC SERVICES	4/20/2020	14991.87	0100	CONTRACTED SERVICES
14670321	CALIFORNIA DEPT. OF JUSTICE	4/20/2020	196.00	0100	PROFESSIONAL SERVICES
14670322	EWING IRRIGATION	4/20/2020	1843.80	0100	GROUPS SUPPLIES
14670323	HANDY METAL MART	4/20/2020	305.02	0100	GROUPS SUPPLIES
14670324	ANIXTER INC	4/20/2020	25.03	0100	MAINTENANCE SUPPLIES
14670325	SAN DIEGO COUNTY SUPERINTENDEN	4/20/2020	25.00	0100	REGISTRATION FEES
14670326	TEAMTALK NETWORK	4/20/2020	397.80	0100	CONTRACTED SERVICES
14670327	PRO POWER	4/20/2020	165.86	0100	GROUPS SUPPLIES
14670328	XEROX CORPORATION	4/20/2020	4019.92	0100	MAINTENANCE AGREEMENT
14671197	ALLIANCE ENGINEERING OF CALIFORNIA, INC	4/23/2020	1444.80	0100	PROFESSIONAL SERVICES
14671198	VECTOR USA	4/23/2020	9222.26	0100	PROFESSIONAL SERVICES
14671199	CYNTHIA M. GONZALEZ	4/23/2020	253.42	0100	REIMBURSEMENT
14671200	IRENEN HERRERA-CEVALLOS	4/23/2020	30.00	0100	REIMBURSEMENT
14671201	CAROLINA JAIME	4/23/2020	51.17	0100	MILEAGE
14671202	KEENAN & ASSOCIATES	4/23/2020	25.73	0100	REFUND
14671203	NINYO & MOORE	4/23/2020	1750.00	0100	CONTRACTED SERVICES
14671205	WINET PATRICK GAYER CREIGHTON	4/23/2020	65405.49	0100	LEGAL SERVICES
14671206	MARK KIRCHER	4/23/2020	100.90	0100	MILEAGE
14671207	HORIZON DISTRIBUTORS	4/23/2020	348.79	0100	GROUPS SUPPLIES
14671208	AMPLIFY EDUCATION INC.	4/23/2020	396.00	0100	INSTRUCTIONAL SUPPLIES
14671209	UTILITY TRAILER SALES OF SOUTHERN	4/23/2020	59.77	0100	MAINTENANCE SUPPLIES
14671210	WALSH & ASSOCIATES, APC	4/23/2020	2348.17	0100	LEGAL SERVICES
14671211	PARKHOUSE TIRE INC	4/23/2020	1996.21	0100	CONTRACTED SERVICES
14671212	YOLANDA OLSZEWSKI	4/23/2020	57.77	0100	REIMBURSEMENT
14671213	DAVID FARKAS	4/23/2020	128.00	0100	REIMBURSEMENT
14671214	MARIA GUERRA	4/23/2020	31.59	0100	REIMBURSEMENT
14671215	PAOLA LITTLE	4/23/2020	7.82	0100	REIMBURSEMENT
14671216	SAN DIEGO GAS & ELECTRIC	4/23/2020	1651.41	0100	CONTRACTED SERVICES
14671218	GRAINGER	4/23/2020	1219.17	0100	MAINTENANCE SUPPLIES
14671220	SCHOOL SERVICES OF CALIFORNIA	4/23/2020	400.00	0100	PROFESSIONAL SERVICES
14671221	COUNTY OF SAN DIEGO	4/23/2020	48000.00	0100	PROFESSIONAL SERVICES
14671222	ORIENTAL TRADING COMPANY, INC.	4/23/2020	1350.76	0100	INSTRUCTIONAL SUPPLIES
14671223	WILLIAM V. MAC GILL & CO.	4/23/2020	1402.23	0100	MEDICAL SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14671224	WILLY'S ELECTRONIC SUPPLY CO.	4/23/2020	169.98	0100	MAINTENANCE SUPPLIES
14671225	ASELTIME SCHOOL	4/23/2020	6068.84	0100	PROFESSIONAL SERVICES
14671226	NAPA AUTO AND TRUCK PARTS	4/23/2020	30.97	0100	MAINTENANCE SUPPLIES
14671227	APPLE INC	4/23/2020	8046.39	0100	INSTRUCTIONAL EQUIPMENT
14671228	BENCHMARK EDUCATION COMPANY	4/23/2020	6300.00	0100	INSTRUCTIONAL SUPPLIES
14671229	CALIFORNIA ELECTRIC SUPPLY	4/23/2020	2668.61	0100	MAINTENANCE SUPPLIES
14671230	FLEETWASH INC	4/23/2020	149.99	0100	CONTRACTED SERVICES
14671231	WESTAIR GASES & EQUIPMENT INC	4/23/2020	335.58	0100	MAINTENANCE SUPPLIES
14671232	AT&T	4/23/2020	9675.30	0100	UTILITIES - PHONE SERVICES
14671233	HD SUPPLY FACILITIES	4/23/2020	1668.40	0100	MAINTENANCE SUPPLIES
14671234	SOUTHWEST SCHOOL & OFFICE	4/23/2020	3662.34	0100	INSTRUCTIONAL SUPPLIES
14671235	PEARSON	4/23/2020	1587.24	0100	INSTRUCTIONAL SUPPLIES
14671236	STANLEY CONVERGENT SECURITY	4/23/2020	1151.80	0100	CONTRACTED SERVICES
14671237	OPTIMUM FLOORCARE	4/23/2020	352.19	0100	GROUNDS SUPPLIES
14671238	LAW OFFICES OF SCHWARTZ&STOREY	4/23/2020	5500.00	0100	LEGAL SERVICES
14671239	THE GARLAND COMPANY INC.	4/23/2020	321.50	0100	MAINTENANCE SUPPLIES
14671240	TIME AND ALARM SYSTEMS	4/23/2020	448.00	0100	CONTRACTED SERVICES
14671241	CALIFORNIA FINANCIAL SERVICES	4/23/2020	20000.00	0100	PROFESSIONAL SERVICES
14671242	THE TITAN GROUP, PROFESSIONAL	4/23/2020	1826.25	0100	LEGAL FEES
14671243	SPARKLETT'S	4/23/2020	386.76	0100	REFRESHMENT
14671244	FLYERS ENERGY	4/23/2020	3050.06	0100	BUSES FUEL
14671245	ENVIROMATRIX ANALYTICAL, INC	4/23/2020	398.00	0100	CONTRACTED SERVICES
14671246	NIRVANA BUSTOS	4/23/2020	65.67	0100	MILEAGE
14672137	EBS - EDUATIONAL BASED SERVICES	4/27/2020	53808.00	0100	PROFESSIONAL SERVICES
14672138	COMMUNITY SPORTS - COMSPORTS	4/27/2020	800.00	0100	CONTRACTED SERVICES
14672139	A & I REPROGRAPHICS	4/27/2020	11174.00	0100	PROFESSIONAL SERVICES
Total Fund 01			797,199.97		
14664867	SAFEWAY INC. - VONS DIVISION	3/30/2020	129.78	1200	REFRESHMENTS
14664878	DEPARTMENT OF SOCIAL SERVICES	3/30/2020	1815.00	1200	LICENSE FEES
14671204	THE REGENTS OF UNIVERSITY OF	4/23/2020	4309.50	1200	CONTRACTED SERVICES
14671217	SCHOLASTIC, INC	4/23/2020	1937.98	1200	INSTRUCTIONAL SUPPLIES
14671219	SCHOOL SPECIALTY	4/23/2020	333.79	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			8526.05		

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14667672	AMERICAN PRODUCE DISTRIBUTORS	4/9/2020	14678.11	1300	CAFETERIA FOOD
14669200	SELECTA INTERNATIONAL	4/16/2020	877.00	1300	CAFETERIA FOOD
14669203	GOLD STAR FOODS	4/16/2020	49103.51	1300	CAFETERIA FOOD
14669205	SYSCO SAN DIEGO INC.	4/16/2020	211.81	1300	CAFETERIA SUPPLIES
14669208	HOLLANDIA DAIRY INC.	4/16/2020	27591.44	1300	CAFETERIA FOOD
14669209	SAFEWAY INC. -VONS DIVISION	4/16/2020	20.97	1300	REFRESHMENTS
14669210	P&R PAPER SUPPLY COMPANY, INC.	4/16/2020	4485.55	1300	CAFETERIA PAPER GOODS
14669212	LLOYD PEST CONTROL CO.	4/16/2020	224.00	1300	CONTRACTED SERVICES
14669213	SMART & FINAL	4/16/2020	6.49	1300	REFRESHMENTS
14669214	CALIFORNIA DEPARTMENT OF	4/16/2020	639.22	1300	CONTRACTED SERVICES
14669216	ACE COOLING & FREEZING	4/16/2020	195.00	1300	CAFETERIA KITCHEN
14669217	LITTLE CAESARS PIZZA	4/16/2020	2514.02	1300	CAFETERIA FOOD
14669218	GALASSO'S BAKERY	4/16/2020	3334.73	1300	CAFETERIA FOOD
Total Fund 13			103,881.85		
GrandTotal			909,607.87		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$500.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

DONATIONS
\$500.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE STAFF REHAB AGREEMENT FOR
2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:

On March 12, 2020, the governing board approved the contract with Staff Rehab to provide a Special Day Class teacher for special academic instruction to students with special needs. Currently, there is a need for a Resource Specialist Program (RSP) teacher to fill in the vacant position in San Ysidro Middle School.

Amendment No. 1 - Staff Rehab will provide a temporary Resource Specialist Program (RSP) teacher. All other Terms and Conditions remain the same.

Cost Implication: \$65.00 per hour x 7 hours/day = \$455.00/day
Duration: as needed during 2019-20.

RECOMMENDATION:

Approve Amendment No. 1 to the Staff Rehab Agreement to provide a temporary Resource Specialist Teacher for the San Ysidro Middle School for the remainder of school year 2019-20 at an estimated daily rate of \$455.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$455.00/day

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL SERVICES AGREEMENT

with

Staff Rehab

For Specialized Academic Instruction

AMENDMENT NO. 1

This AMENDMENT is made effective on April 16, 2020, and it is made by and between Staff Rehab, 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 March 13, 2020, currently provides specialized academic instruction including IEP attendance.

WHEREAS, the District would like to add one more consultant for middle school to provide specialized academic instruction for students with special needs under Resource Specialist Program (RSP).

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 additional special education teacher with the same rate per day as stated on the Exhibit A (Scope of Services) page of the original contract. All other terms and conditions on original agreement dated March 13, 2020 remain the same.

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

CONSULTANT:

DISTRICT:

Staff Rehab
5000 birch St., Ste. 3000 West
Tower
Newport Beach, CA 92660
(888) 835-0894

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

SAN YSIDRO SCHOOL DISTRICT

TITLE: Resource Specialist
DEPARTMENT: Special Education
FLSA: Exempt
Created: September 2017

REPORTS TO: Site Administrator
CLASSIFICATION: Certificated
SALARY: Educator's Salary Schedule
Board Approved: October 12, 2017

BASIC FUNCTION: Under the supervision of the site administrator and in cooperation with the Special Education Department, the 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.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Teaches students with disabilities in special education resource specialist program in accordance with IEP.
- Provides direct instruction at least 80 percent of the time and services for students whose needs were identified in a written IEP developed by the IEP team and who are assigned to general education classroom teachers for a majority of a school day.
- Utilizes assessment results in developing IEP goals and objectives to accommodate the wide variety of individual needs of each student.
- Identifies and utilizes special materials and teaching strategies pertinent to individual student and staff needs.
- Periodically, no less than annually, updates academic assessments and reviews progress with each student, his/her parents, and general education teacher.
- Provides planned prescriptive learning experiences in all instructional areas so as to effectively and properly stimulate the child's desire to learn.
- Demonstrates teaching and classroom management control strategies that are considered appropriate and effective in meeting the needs of each student in both academic and nonacademic areas.
- Collaborates in the development and implementation of behavior management techniques as appropriate.
- Observes student behavior in the general education classroom and consults with teachers regarding these behaviors.
- Provides appropriate activities and opportunities to enhance the student's development of a positive self-concept.
- Coordinates individualized educational plans of students with special needs with general education program and school staff
- Provides consultation to school staff and parents which may relate to student assessment, specialized instruction, management, and guidance.
- Communicates effectively and works cooperatively with all other school district personnel, parents, other agencies for the best interests of each student.
- Maintains professional growth in the knowledge, laws, regulations, and practices of the education of students with special needs that will enable him/her to work more effectively with children.

- Maintains and completes records, individual data, reports, etc., that may be required by the district, state, and/or federal policies or regulations.
- Serves as a member or case manager of the IEP team as a consultant or in an advisory role in the general education Student Study Team (SST) process.
- Attends Special Education in-service meetings when his/her participation is required.
- Performs other duties as assigned.

KNOWLEDGE

- Demonstrate knowledge of oral and written communication skills, a thorough understanding of Common Core Standards, and various instructional and management strategies.
- Demonstrate knowledge of programs for students with disabilities.
- Demonstrate proficiency in the use of technology (i.e. software, etc.) and technological devices and how the utilization of such technology improves the delivery of curriculum and increases student performance.

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with others.
- Ability to maintain a variety of reports and files related to assigned activities.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Education Specialist Credential
- BS/BA degree.

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)

WORKING CONDITIONS

Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:

Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; hearing in a noisy environment and locate the source of a sound; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects and monitor student activities.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Special Education
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH MAXIM HEALTHCARE SERVICES

BACKGROUND INFORMATION:

Due to COVID-19 (Novel Coronavirus) pandemic, the San Ysidro School District, together with its partner, Maxim Healthcare Services, are entering into Memorandum of Understanding to amend the NonPublic Master Contract 2019-2020 to continue paying the contractor for the months of March and April 2020 for health and nursing services, consistent with State and Federal guidance.

RECOMMENDATION:

Approve the Supplemental Memorandum of Understanding to the 2019-20 San Diego Nonpublic Master Contract with Maxim Healthcare Services for services provided during the months of March and April 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

Per March/April
invoices
(Amount)

Special Education
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**2019-2020 SAN DIEGO NONPUBLIC MASTER CONTRACT
Supplemental Memorandum of Understanding**

This Memorandum of Understanding to the 2019-2020 San Diego Nonpublic Master Contract ("MOU"), is made and entered into this 14th day of May 2020, by and between the San Ysidro School District ("Local Education Agency" or "LEA") and the Nonpublic Maxim Healthcare Services, Inc. ("Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 San Diego Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic is an unforeseen occurrence that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to amend the Contract to permit the Contractor to continued providing services to students and to ease the financial impact on the Contract, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract.

a. The following provisions shall apply to amend the Contract:

i. In addition to regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), the Contractor shall submit to the LEA a work plan and detailed service logs reflecting dates, times, manner, and description of service provided in accordance with the Distance Learning Plan.

ii. The LEA shall make payment to the Contractor for those services actually provided by the Contractor, in accordance with the Master Contract and Individual Services Agreement(s).

iii. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:

- NOT APPLICABLE
- Intensive Individual Services
- Health and Nursing
- Behavior Intervention Services
- Interpreter Services
- Other: Please list:

The LEA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement, for the months of March 2020 and April 2020, provided:

1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
4. Such contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
5. The Contractor shall invoice the LEA for those services to be funded but that were not provided under this paragraph
6. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services under this paragraph.

Payment under this paragraph shall be made in a monthly amount to be determined by averaging the invoices of the Contractor for applicable services provided in December 2019, January 2020, and February 2020.

The LEA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv.1 above.

In the event the Distance Learning Plan remains in effect into May or June 2020, the Parties may agree to continue the expiration date of this MOU accordingly.

- iv. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in paragraph 2.16 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.

- b. The above paragraph, 1.a, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities, including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as that occurs, the MOU shall cease to

be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be the operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract, inclusive of the Main Document and Appendices A – C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature
Name and Title: Brandan McGee; Assistant
Controller
Nonpublic School/Agency: Maxim
Healthcare Services, Inc.

Date

Authorized Representative Signature
Name and Title: Marilyn Adrianzen, Chief
Business Official
LEA: San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Educational Services Department
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS

BACKGROUND INFORMATION:

Teachers Pay Teachers (TpT) School Access is a subscription for U.S. K-12 schools that gives teachers immediate access to a comprehensive library of more than 3 million TpT resources. With TpT School Access, the schools will be able to find and use resources to meet all instructional challenges (from engaging resources for remote learning to self-guided packets) for every grade, subject, and specialty.

TpT is offering FREE trial access to schools affected by coronavirus, so teachers can get resources that will be useful during our Distance Learning Plan. This trial subscription includes access through June 30, 2020 and there is no obligation to purchase a paid subscription as a result of accepting this offer.

The Executive Director in Educational Services is requesting approval for school principals to subscribe to TpT School Access software to be used as an instructional tool with Distance Learning during the COVID-19 (Coronavirus pandemic).

RECOMMENDATION:

Approve/Ratify the Teachers Pay Teachers (TpT) School Access trial subscription to be used with the Distance Learning Plan at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.19 Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

Free Trial Subscription
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Company: Teacher Synergy LLC
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 04/16/2020
Expiration Date: 04/30/2020

SUBSCRIBER DETAILS:

Customer: San Ysidro School District
 4350 OTAY MESA RD
 SAN YSIDRO, CALIFORNIA 92173

Sales Representative	TpT Quote ID
Audrey Yoo	Q003985

Account Contact:

Name: Kathleen Cordero
 Email Address: kathleen.cordero@sysdschools.org

Invoicing Contact:

Name: Kathleen Cordero
 Email Address: kathleen.cordero@sysdschools.org

SUBSCRIPTION DETAILS:

USERS	ACCESS LEVEL	SERVICE TERM	FREQUENCY	PRICE
Up to 31	160 Resource Licenses	Start Date: 04/01/2020 Months: 3	Quarter	\$0.00

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Method	Check
Currency	USD

SUBTOTAL	\$0.00
Estimated Tax*	\$0.00
TOTAL	\$0.00

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)

Authorized Signature

Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the "Agreement". By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

Company: Teacher Synergy LLC
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 03/31/2020
Expiration Date: 04/03/2020

SUBSCRIBER DETAILS:

Customer: Willow Elementary School
 226 WILLOW RD
 SAN YSIDRO, CALIFORNIA 92173

Sales Representative	TpT Quote ID
Joe Robertson	Q001313

Account Contact:

Name: Manuel Bojorquez
 Email Address: manuel.bojorquez@sysdschools.org

Invoicing Contact:

Name: Manuel Bojorquez
 Email Address: manuel.bojorquez@sysdschools.org

SUBSCRIPTION DETAILS:

USERS	ACCESS LEVEL	SERVICE TERM	FREQUENCY	PRICE
Up to 36	160 Resource Licenses	Start Date: 04/01/2020 Months: 3	Quarter	\$0.00

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Method	Check
Currency	USD

SUBTOTAL	\$0.00
Estimated Tax*	\$0.00
TOTAL	\$0.00

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)

Authorized Signature

Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the "Agreement". By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

Sample Email Template

DIRECTIONS: Please copy and paste the text below into your own document or email instead of requesting access. Thank you!

Hi Teachers,

Our school now has a subscription to [TpT School Access](#) (a new offering by Teachers Pay Teachers) which gives our school access to a library of over 3 million teacher-tested TpT resources for immediate use for the remainder of the school year.

Important Details about Our School Subscription:

- Our school's subscription includes a total of [enter #] resource licenses. **This means each teacher should access around [enter average # per teacher=total licenses/teachers] resource licenses.**
- You can view how many resource licenses we've used as a school and how many are remaining on the [school activity](#) page.
- Each resource that has an "Access Now" button, when accessed, will count as a resource license. Resources that have a "Free Access" button, when accessed, those resources do not count as resource licenses used. Some Teacher-Authors share free resources as a small sample of their work.
- Our school's subscription will start on [enter start date], and you can use resources you've accessed until our subscription term ends on **June 30, 2020**.

How to Activate Your Account:

1. You'll receive an invitation email from "TpT School Access" or from the email info@tptschoolaccess.com in your school email inbox. This will be a separate login than your personal TpT account.
2. Simply click the "Activate Your Account" button in the email to register and create a password.
 - *Note: This website is separate from the TpT site, and you'll need to go to www.tptschoolaccess.com to log in. I suggest bookmarking the new site.*
3. Once you activate, you'll be able to start accessing resources right away!

How Accessing Works:

- Each resource you access counts as a resource license and accessing the same resource again does not count as a resource license.
 - *If the same resource is accessed by multiple teachers in our school, it will count as a resource license for each teacher.*
- Free resources are included in the catalog and do not count as a resource license.

Help & Support:

- [How TpT School Access Works \(Deck\)](#)
- [How TpT School Access Works \(Video\)](#)
- [Help & FAQ Page](#)
- Reach out to the support team by using the [Contact Us form](#) or sending an email to support@tptschoolaccess.com

TpT School Access Subscription Terms

These TpT School Access Subscription Terms (“Terms”) are entered into between Teacher Synergy LLC (“TpT”, “us”, “we”, or “our”) and the educational institution named on an executed TpT School Access Quote (or “Quote as defined herein” (“Customer”). Together with the Terms, any executed Quote(s), and our [Privacy Policy](#) form the “Agreement” between TpT and the Customer. The individual entering the Agreement on behalf of Customer by signing a Quote represents and warrants that they are an authorized representative of and have the authority to bind the Customer to the Agreement. As to the subject matter of this Agreement, in the event of an inconsistency between these Terms, and the terms of the Quote, the [Privacy Policy](#), or the [Terms of Service](#), the terms of the Quote will govern followed by these Terms.

1. **Definitions.** Capitalized terms throughout the Agreement shall have the meaning assigned in this section or elsewhere in the Agreement as applicable.
 - 1.1 **“Access Level”** means the maximum number of Resource Licenses that an Account may Access during the Service Term, as listed on the applicable Quote.
 - 1.2 **“Access” or “Accessed”** means that, with regard to a Resource, a User has obtained a Resource License by electronically viewing, downloading, printing or otherwise accessing a Resource. All Access is only permitted for the duration of the Service Term and is considered final; once Accessed, the Resource counts as a Resource License towards the Account’s overall Access Level for that Service Term. Once Accessed, a Resource may not be returned or refunded for any credit towards the remaining Access Level.
 - 1.3 **“Account”** refers to an individual School Access account provisioned by TpT to each Customer, which houses the Customer’s information, and through which Customer’s Users access the Services.
 - 1.4 **“Account Owner”** is the individual the Customer assigns to the Account Owner User Role and who has the privileges defined in sections 4.3.1 and 4.3.3. Only one User per Account may be designated as the Account Owner.
 - 1.5 **“Account Administrator”** is any one or more Users who are assigned to the Account Administrator User Role and who have the privileges defined in sections 4.3.1 and 4.3.2.
 - 1.6 **“Account Member”** is any one or more Users who is neither an Account Administrator nor an Account Owner and who has the privileges defined in section 4.3.1.
 - 1.7 **“Agreement”** means these TpT School Access Subscription Terms together with an executed Quote, our Privacy Policy and any other policies. The Agreement governs the relationship between the parties and the terms and conditions on which TpT offers and Customer accepts the Services.
 - 1.8 **“Customer”** means the educational institution entity listed on the Quote which is purchasing, and will be receiving, the ordered Services.
 - 1.9 **“Customer Data”** means any data, information or material entered by or added to the Service by Customer or Customer’s Users or otherwise received by the Service from Customer or Customer’s Users in the course of accessing or using the Service, for example, Customer’s contact and billing information, Customer’s roster of Users and User Account information.
 - 1.10 **“Effective Date”** of the Agreement is the earlier of the date on which a valid Quote is signed by Customer and accepted by TpT (including electronically), or the start date of the Service Term set forth in an applicable Quote.
 - 1.11 **“Fees”** refers to the amount due as listed on the applicable Quote for the particular Services ordered, as well as any other fees that may apply.
 - 1.12 **“Quote(s)”** means the TpT issued order document titled “TpT School Access Quote” memorializing the Order Terms TpT offers to Customer. Quotes are subject to the expiration date listed thereon, as applicable.
 - 1.13 **“Order Terms”** means TpT’s offer to Customer as described on the Quote including the identity of the Customer to receive Services, the Services being ordered (including Access Level), the Service Term, and the Fees Customer will be charged for those Services. Customer may accept the Order Terms by signing and returning the Quote prior to the Quote expiration date. If the Order Terms are not accepted, signed, and returned by the Quote expiration date, TpT will not be required to honor the Order Terms and the Customer may not be offered the same Order Terms on any subsequently issued Quotes.
 - 1.14 **“Resource(s)”** means the individual materials, as available, in the Resource Catalog that may be Accessed by Users. Resources are created and owned by TpT’s marketplace sellers (“Teacher-Authors”) and are licensed by

the Teacher-Author for use through the Services. TpT cannot and does not guarantee the availability or accessibility of any particular Resource at any time.

- 1.15 **“Resource Catalog”** means the collection of Resources that are available, at any given time, through the Services. The Resource Catalog is subject to change during the Service Term as Resources may be added and/or removed throughout the Service Term at TpT or the Teacher-Author’s discretion.
 - 1.16 **“Resource License”** means, when a Resource is Accessed, the limited license, as described in section 3.2.2, that a User is granted to use the Resource during the Service Term.
 - 1.17 **“Services”** refers to the TpT School Access platform and features (“School Access Platform”), the Resource Catalog, Resources, and any related products or services that TpT may offer.
 - 1.18 **“Service Term”** is the duration pursuant to which you can use to the Services, as determined by the start date and end date listed on the applicable executed Quote.
 - 1.19 **“User(s)”** means any individual who is given access to the Services through the Customer’s Account including Account Members, Account Administrators, and the Account Owner. All Users of a Customer’s Account must be authorized employees, contractors or agents of the Customer.
 - 1.20 **“User Account”** means the individual account of a User as part of the Customer’s Account.
 - 1.21 **“User Roles”** means the defined roles (Account Member, Account Administrator, or Account Owner) that Users under the Account can be assigned, each of which relate to a set of privileges with respect to the use and administration of Customer’s Account. Every User must have an assigned User Role.
2. **Services description.** TpT School Access is a subscription based service that allows, subject to this Agreement, Customer and its Users access to the School Access Platform, available standard features, and Resources, as available, in the Resource Catalog for the Service Term. TpT agrees to provide the Services as set out on the applicable Quote. TpT reserves the right to modify, and/or make improvements, or updates to the Services at its discretion and may, from time to time, offer or introduce additional features or services for which there may be separate Fees.
3. **License Grants and Use Restrictions.**
- 3.1 **Services.** Subject to limitations described herein and in accordance with the terms of any Quote, TpT grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free right to (i) access and use the School Access Platform during the Service Term solely for the purposes of Accessing Resources in accordance with this Agreement and (ii) use the Accessed Resources in accordance with the applicable license terms and as further set forth in Section 3.2.2. Customer may not, and may not permit its Users or others to, (a) share or provide access to the Services to any other entity or third parties other than as specifically permitted hereunder; (b) resell, rent, lease, or sublicense the Services; (c) reverse engineer, decompile, attempt to discover or derive the source code from, or create derivative works of the Services, and/or (d) use or share Resources or Resource Licenses in violation of Section 3.2.2, for example by sharing Resources or Resource Licenses with others, including other Users. Notwithstanding the license granted herein, TpT maintains all legal right, title and interest in and to the Services, including all intellectual property and proprietary rights and this Agreement does not convey any such rights except as expressly described herein.
 - 3.2 **Resources.** Customer’s Users may Access Resources available through the Services in accordance with the following terms.
 - 3.2.1. **Access Level.** Subject to the terms of this Agreement, Customer’s Users are permitted to collectively Access up to the number of Resource Licenses associated with Customer’s Access Level, per Service Term, which is listed on the applicable Quote. Resource Licenses are personal to the User who Accessed the particular Resource, may not be shared or transferred, and Access to Resource Licenses will not roll over from one Service Term to subsequent Service Term. This means that: (i) in the event that more than one User Accesses the same Resource, each User’s Access counts as a used Resource License towards the Customer’s overall Access Level for the applicable Service Term, (ii) Resource Licenses used by a User who is thereafter removed from the Account may not be recouped, retained, transferred or otherwise used by another User, (iii) Resources Accessed in one Service Term may only be Accessed in a subsequent Service Term by obtaining a new Resource License for such Resource in accordance with the applicable Quote and available Access Level.

3.2.2. **Resource License.** When a User Accesses a Resource through the Services, the Teacher-Author grants the Accessing User a non-exclusive, royalty free, non-transferable, revocable, limited license to use the Resource solely for that User's use for the internal and, as expressly permitted herein, instructional purposes of the Customer and only during the Service Term so long as the Accessing User maintains an active User Account with the Customer. Resource Licenses are personal to the Accessing User and may not be shared with other Users or any third parties, except that a User may use the Resource as necessary with the User's students for instructional purposes. Customer will not and will not permit its Users to reproduce, copy, distribute, display, resell, rent, lease, publish, share online (including posting to any Customer website, shared drives, centralized database, or learning management system), create derivatives of, or otherwise use Resources beyond the Resource License granted herein. A Resource License may be revoked at any time during the Service Term if TpT is no longer able to host the Resource for any reason including for example, to comply with any policies or laws. No credit or adjustment will be made to Customer's remaining Access Level as a result of a Resource License being revoked.

4. **Account, Users, Rights and Responsibilities.**

- 4.1 **Account provisioning.** Prior to the start of the Service Term, TpT will provision an Account to the Customer's designated Account Owner.
- 4.2 **User Seats.** Customer may add or invite up to the number of Users indicated on an applicable Quote to join its Account. Each User will have a unique User Account and User Accounts may not be shared by multiple individuals. In the event that a User is removed from the Customer's Account the User's Account will be closed and a new User with a new User Account may be added to the Customer's Account.
- 4.3 **User Role Privileges.** Users have the following rights and responsibilities as determined by their assigned User Role.
- 4.3.1. **All Users.** All Users can access the Services to discover and Access Resources, subject to the limitations described herein. Any User who has been removed from the Account may no longer access the Services. TpT shall revoke all licenses and rights to use the Services and any Resource Licenses acquired by a User when the User is removed from the Account.
- 4.3.2. **Additional Rights of Account Administrator.** Each Account may have multiple Users assigned to the role of Account Administrator. Account Administrators can add, remove, and otherwise manage Account Members.
- 4.3.3. **Additional rights of Account Owner.** Each Account can only have one Account Owner. The Account Owner serves as the primary contact person for the Customer and has the highest level of authority out of the Users to manage the Account. Notices and other important communications related to the Account will be sent to the email address associated with the Account Owner, which must be an email address owned or controlled by, or licensed to, the Customer (e.g. within the Customer's email domain). The Account Owner can add, update or remove Users, update User Roles, and manage information and settings associated with the Account. Only the Account Owner can assign a different user as the Account Owner.
- 4.3.4. **Additional rights of TpT.** TpT reserves the right to refuse registration of, or to cancel, Accounts or login information that violate the terms and conditions set forth in this Agreement. TpT also reserves the right to transition, including without limitation at Customer's request, Account (including Account Owner) access to another individual employed by Customer if necessary for the orderly transition, maintenance, or operation of Customer's Account.
- 4.4 **Responsibility for Users.** Customer is responsible for all loss or damage arising from Customer's and its Users' acts, omissions or failure to keep the Account (including User Accounts) secure, for all activity that happens under its Account (including User Accounts), including the actions of its Users or other third parties (whether or not such activity was with Customer's knowledge or consent), and for ensuring that its Users comply with this Agreement. Customer shall be responsible for any breach of this Agreement by any of its Users.
- 4.4.1. **Login Credentials.** Customer is responsible for ensuring the security and confidentiality of its Account and for ensuring that its Users maintain the security and confidentiality of their login information (e.g., login id and password) associated with the User's School Access User Account. Customer will immediately notify TpT of any unauthorized use or access to its Account (including any User Accounts) or any other actual or

suspected breach, accidental disclosure, loss or theft of any login information associated with Customer's Account. TpT will not be liable to Customer for any loss or damage arising from any unauthorized activity on the Account (including User Accounts), or any other failure to secure access to Customer's Account (including User Accounts).

- 4.4.2. **Prohibited Activities.** Customer must ensure that its Users comply with this Agreement and any policies or documentation pertaining to use of the Services, and Customer must not and must not permit its Users to (i) remove any title, trademark, copyright or restricted rights notices or labels from the School Access Platform, Resources or any related documentation, (ii) share accounts or passwords with anyone, (iii) post, transmit, disseminate, send, or share any Customer Data, content, Reviews (as defined below), or communication that is or may be infringing, libelous, defamatory, hateful, harassing, offensive, explicit, or otherwise objectionable or inappropriate, (iv) introduce any malicious code or viruses to the Services, (v) engage in any activity that overloads or causes a strain on the Services or otherwise impacts or impairs the ability of another Customer to use and enjoy the Services, (vi) attempt to gain unauthorized access to the Services or use the Services beyond what is permitted in this Agreement including, but not limited to, accessing or attempting to access the Services (including Resources) beyond the Customer's Access Level or Service Term.

5. Customer Data and Feedback

- 5.1 **Customer Data.** Except as provided herein, as between Customer and TpT, Customer owns the Customer Data and is responsible for the accuracy and completeness of Customer Data and for ensuring that it has the proper authority to grant TpT the right to use Customer Data in accordance with this Agreement. Customer grants TpT all necessary rights to use, access, and disclose Customer Data (i) as necessary to provide the Services, (ii) for the purpose of TpT enforcing its rights under this Agreement, (iii) for TpT's business purposes including but not limited to analytics, evaluations, benchmarking tests, studies, monitoring, and (iv) for research, development or other purposes to improve our Services.
- 5.2 **Insights and Activity Feed.** The Services may include features that display activity or reports related to usage of the Services, Resources Accessed by Users, or other insights or engagement information related to Customer's Account and its Users. Such activity and reports may be viewed by any Users, unless otherwise specified.
- 5.3 **Usage Data.** Data related to Customer or its Users' use of the Services which doesn't identify Customer's Users individually or personally, and Customer Data that has been anonymized or aggregated, is "Usage Data". Usage Data will be owned by TpT and may be used, retained, and disclosed by TpT in its discretion for any and all business purposes.
- 5.4 **Feedback.** As you use the Services, you may provide, or we may solicit, feedback about your experience and satisfaction, suggestions or ideas for improvements, modifications, or new features for the Services or any other aspects of our current or future business ("Feedback"), through various means, including but not limited to usability research, account management communications, interactions with our customer support team, and surveys. You agree that all Feedback is the sole property of TpT, and, as such, TpT may use your Feedback without consideration or compensation for any and all purposes in our discretion including internal business and development purposes and external marketing and promotional purposes. You hereby make and agree to make all assignments necessary to affect the foregoing ownership.
- 5.5 **Resource Ratings and reviews.** Users may have the opportunity to rate and/or leave a written review of Resource(s) the User has Accessed through the Services ("Reviews"). Customer and its Users grant TpT the right to use, display, and reproduce such Reviews including the User's name as published with such Review i) throughout the Services, as well as through any other services or platforms we may currently provide or hereinafter develop, and ii) for any and all marketing, promotion, or other business purposes in TpT's discretion.

6. Fees and Payment

- 6.1 **Fees.** The Fees due for the Services are as listed on the applicable Quote. Fees are subject to change from time to time, and Customer will be charged the then-current Fees in effect for the applicable Services at the time the Quote is executed.

- 6.2 Invoicing and Payment.** Customer will be invoiced for, and agrees to pay, the full amount of any Fees listed on each executed Quote. Payment may be made by one of the accepted payment methods designated by TpT, which TpT reserves the right to modify in its discretion. Payment will be due in full within 30 days of the date of invoice, unless otherwise indicated on the Quote, and TpT reserves the right to suspend or terminate Services in the event of late payments or unpaid Fees. All payments for the Services are non-refundable and non-cancellable, except as expressly provided herein, and are based on the Services ordered not the Services actually used. Customer will not be due any amount of a refund for any unused User seats or unused portion of the Access Level, and Customer may not reduce its User Seats or Access Level during the Service Term. In no event will the unused portion of a Customer's Access Level or any unused User seats be rolled over to the Customer's next Service Term. Customer may, during the Service Term, purchase additional User seats or upgrade its Access Level by executing an additional Quote for such increase and paying any additional Fees in accordance with this section.
- 6.3 Taxes.** The Quote may list and TpT may charge sales tax as applicable unless TpT has first received a valid sales tax exemption form. If no sales tax is listed or charged and TpT later determines that sales tax should have been charged, TpT will invoice Customer, and Customer agrees to pay, any amount of sales tax that may be due as a result of Customer's purchase of the Services. Customer is solely responsible for any use tax that Customer may owe.

7. Term and Termination.

7.1 Term and renewal. All Service Terms will be for one year unless otherwise specified on the applicable Quote. The Service Term will start and end on the dates specified in the applicable Quote. To continue to use the Services after the expiration of each Service Term, Customer will have to execute a new Quote and pay the associated Fees for each subsequent Service Term. The Agreement remains in effect from the Effective Date until the end of the final Service Term (when there are no active Quotes in effect between the parties), except that certain provisions shall survive the Agreement as provided in section 7.3.

7.2 Termination.

- 7.2.1. Expiration.** Except as provided herein, this Agreement will terminate at the expiration of the then-current Service Term if the Customer does not execute a new Quote and enter into a subsequent Service Term.
- 7.2.2. Termination for breach.** This Agreement may be earlier terminated by Customer or TpT in the event the other party breaches a material term of this Agreement which breach is not cured within 30 days of the aggrieved party providing notice of the breach to the breaching party. Notwithstanding the foregoing, TpT may terminate the Agreement immediately if Customer violates section 3, section 4.4, or section 6. If TpT terminates the Agreement in accordance with this section 7.2.2, any outstanding or unpaid Fees will become fully due and payable. If Customer terminates this Agreement in accordance with this section 7.2.2 for TpT's uncured material breach of this Agreement, Customer will be due a prorated refund for any Fees paid for unused portion of the Services which unused portion shall be calculated by multiplying the total Fees due by the percentage of Resource Licenses remaining unused as of the date of termination (from the total number of Resource Licenses permitted by Customer's Access Level) and subtracting any unpaid Fees.

7.3 Effect of Termination. Upon any termination of this Agreement or expiration of any Service Term, Customer and its Users will immediately cease any use or access of the Services and any Resources. All licenses granted in section 3 expire and are hereby revoked as of the date of termination of this Agreement or expiration of any Service Term. This means that Customer may not and will not permit its Users to continue using any Resources Accessed during the Service Term after the Service Term ends, and Customer agrees to destroy or return any copies of any Resources, documentation, notes, Confidential Information or other materials relating to the Service that may still be in its or its Users possession. For example, Customer must ensure that any copies of Resources that have been downloaded, printed, or otherwise saved by Customer's Users are destroyed and will no longer be used after the Service Term. If Customer enters a subsequent Service Term, its available Resource Licenses, as applicable to its Access Level for such subsequent Service Term (as determined on the applicable Quote), may be used to enable Customer's Users to continue using Resources Accessed in the previous Service Term but such Resource Licenses will count towards the subsequent Service Term's Access Limit. The following provisions of the Agreement shall survive termination of the Agreement: sections 1, 3, 4.4.2, 5, 6.2, 6.3, 7, 8, 9, 10, 11, and 13.

8. Confidentiality.

- 8.1 **Definition.** "Confidential Information" means information and materials provided by a party ("Discloser") to the other party ("Recipient") that (i) are identified as confidential at the time of disclosure, or (ii) a reasonable person should understand to be confidential based on the nature of the information and materials and all other relevant factors. Notwithstanding the foregoing, information that (a) was already rightfully known by or disclosed to the Recipient without restriction at or before the time of disclosure by Discloser, (b) is or becomes publicly known without fault of the Recipient, or (c) is or was independently developed by the Recipient without access to or reliance on the Confidential Information shall not be considered Confidential Information. Customer's Confidential Information includes Customer Data except for any such Customer Data that is also Usage Data. TpT's Confidential Information includes the terms of this Agreement, including pricing terms offered under any Quote, TpT's non-public business plans, all non-public aspects of the Services (including the Beta Features (as defined below)). Due to the unique nature of TpT's Confidential Information, Customer agrees that any breach or threatened breach of this section 8.1 by Customer will cause not only financial harm to TpT, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, TpT shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.
- 8.2 **Permitted use and disclosure.** Customer may only use the Confidential Information of TpT as necessary to exercise its rights and meet its obligations under this Agreement and may only share such Confidential Information as may be necessary with its employees, contractors, or agents (together "Representatives") (i) having a need to know the Confidential Information, and (ii) who have been apprised of and agree to restrictions at least as protective of the Confidential Information as this Agreement. Customer shall be responsible for any breach of its obligations hereunder by any of its Representatives. TpT may use Customer's Confidential Information, and may share Customer's Confidential Information with employees, contractors, and subcontractors as needed to provide the Services to Customer. Notwithstanding the foregoing, Recipient's disclosure of the Discloser's Confidential Information in response to a government request, a court order or other legal process, or as otherwise required by law, will not be a violation of this section; provided that prior to any such disclosure, Recipient shall use reasonable efforts to (a) promptly notify Discloser in writing of such requirement to disclose, and (b) cooperate with Discloser in protecting against or minimizing any such disclosure or obtaining a protective order.
- 8.3 **Obligations.** Except as provided above, the Recipient may not use the Discloser's Confidential Information for any purpose beyond those described in section 8.2, must hold in confidence; may not disclose, or permit other to disclose, Discloser's Confidential Information to any third parties; and must exercise at least the same degree of care to protect the Discloser's Confidential information from unauthorized access as it would its own Confidential Information, but no less than reasonable care.

9. Warranties and Disclaimers.

- 9.1 **Warranties by Customer.** Customer represents and warrants that (i) the individual entering this Agreement for Customer is a duly authorized representative of Customer with authority to enter into this Agreement on Customer's behalf and bind Customer to the terms of this Agreement, (ii) that Customer will comply with all local, state, and federal laws and regulations as applicable to its use of the Services, (iii) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound, and (iv) Customer Data does not and will not infringe any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity.
- 9.2 **WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TPT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR AVAILABILITY. TPT CANNOT AND DOES NOT GUARANTEE THAT THE SERVICES WILL BE FREE OF ERRORS, BUGS, OR OTHER DEFECTS OR THAT ANY SUCH DEFECTS WILL BE REMEDIED. TPT CANNOT AND DOES NOT MAKE ANY GUARANTEES AS TO THE QUALITY, ACCURACY, EFFECTIVENESS, SUITABILITY OR

APPROPRIATENESS OF ANY RESOURCES, THAT RESOURCES WILL BE FREE OF INFRINGEMENT, OR THAT ANY PARTICULAR RESOURCE WILL BE OR REMAIN AVAILABLE THROUGH THE SERVICES.

10. **Limitation of liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL TPT BE LIABLE TO YOU OR ANY OTHER PERSON (A) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER; (B) ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR (C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. TPT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO TPT (IF ANY) FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRIOR TO THE CLAIM ARISING OR \$100 (U.S.), WHICHEVER IS GREATER, EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE TPT'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. ALL THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF TPT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL THE FOREGOING LIMITATIONS ALSO APPLY WITH RESPECT TO TPT'S LICENSORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY SUCH CASES.
11. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless TpT from and against any and all damages, costs, expenses (including reasonable attorney's fees) arising from third party claims related to (i) Customer's or any of its Users', agents', employees', or contractors' misuse of the Services, (ii) Customer's or any of its Users', agents', employees', or contractors' gross negligence or willful misconduct, (iii) TpT's use of any Customer Data, (iv) Customer's breach of any representation, warranty, covenant or other agreement made herein, or (v) Customer Data infringing any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity.
12. **Trial Access and Beta Features.** In the event that TpT allows any Customer (i) to use the Services for any period prior to the start date of the Customer's Service Term; (ii) to test or use any portion of the Services without entering a Quote or paying applicable Fees; or (iii) early access to features that are not yet publicly available ("Beta Features") any such access is "Trial Access", Customer understands and agrees that, (a) notwithstanding anything to the contrary in the Agreement, the terms of the Agreement apply to any such Trial Access, except in the case of any direct conflict with this section 12, in which case this section 12 shall apply, and (b) Trial Access is at Customer's own risk, (c) TpT makes no representations or warranties of any kind with respect to the Trial Access or any Beta Features, (d) TpT may revoke Trial Access at any time with or without warning or cause, (e) TpT may never make the Beta Features publicly available and may modify or remove Beta Features at any time, (f) TpT will not be liable to Customer for any loss, damage, or expense Customer may incur as a result of the Trial Access or using any Beta Features. TpT is not obligated to offer Trial Access or Beta Features to any Customer, and reserves the right to condition Trial Access or access to Beta Features on a commitment by Customer to provide Feedback in the form of user research calls, surveys or other forms.
13. **General.**
 - 13.1 **Entire Agreement.** The Agreement constitutes the entire understanding and agreement between TpT and the Customer and supersedes any and all previous or alternative terms, conditions, documents, or agreements whether oral or in writing as to the subject matter of this Agreement. For the avoidance of doubt, no force or effect will be given to any additional terms or conditions that may be contained in any Customer document (including but not limited to purchase orders, vendor agreements, procurement solicitations, or other procurement documentation) unless explicitly in reference to the Services described in this Agreement and agreed to by TpT in writing, and regardless of any failure by TpT to object.
 - 13.2 **Publicity.** Customer permits TpT to use the Customer's name, logos, and/or likeness, and, notwithstanding anything to the contrary in this Agreement, including without limitation any confidentiality and non-use obligations, information related to the Customer's location (e.g., address, neighborhood, geographical area, city, and state) on any published customer lists, as a reference with other potential customers, and in other marketing and promotional materials or campaigns in order to identify Customer as a customer of the Services and may disclose

information as to which Resources Customer's Users have Accessed. Customer may not use TpT's name, logos, or likeness for any purposes without TpT's prior written consent.

- 13.3 **Assignment.** Customer may not assign or transfer any of its rights, responsibilities, or obligations of this Agreement to any third party without the prior written consent of TpT. TpT may, in its discretion and without prior consent, assign its rights, responsibilities, and obligations to any successor to all or substantially all of its assets (whether by sale of assets or equity, merger, consolidation or otherwise).
- 13.4 **Relationship.** Customer and TpT are each independent contractors. This Agreement creates no employment, partnership, joint venture, or other relationship between the parties.
- 13.5 **Modifications.** TpT may amend the Agreement from time to time. TpT will notify Customer of any material changes by sending an email to the Account Owner and/or posting notice on the Services. Each such notice will provide an effective date of the change and your continued use of the Services beyond the effective date of the change serves as your agreement thereto. No modifications of the Agreement by Customer will have any force or effect unless agreed to in writing by TpT.
- 13.6 **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 13.7 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such actions.

PRIVACY POLICY

Effective Date: January 1, 2020 (See our previous version [here](#))

Teacher Synergy LLC d/b/a Teachers Pay Teachers (referred to in this policy as “Teachers Pay Teachers”, “TpT”, “us”, “we”, or “our”) has adopted the following Privacy Policy to explain how we collect, use, and share information from and about you in connection with certain of our products, services, and properties.

Your privacy and security are very important to us at Teachers Pay Teachers. We’re committed to transparency when it comes to our privacy practices and how we safeguard your information. This Privacy Policy (“Policy”) outlines what kinds of information we may ask you for and gather from you as you visit or use TpT, how that information may be used, and under what circumstances certain information might be shared with others.

This Policy applies to the data you share when you use our “Services” which includes our website at TeachersPayTeachers.com and any affiliated web pages or forms we may create or host (“Site”), our mobile applications (“Apps”), or when you communicate with us. **By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Policy, and you hereby consent that we will collect, use, and share your information in the following ways.**

This Policy is part of our Terms of Service which you can find [here](#). Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Service.

I. CATEGORIES OF PERSONAL INFORMATION WE COLLECT

The following subsections detail the categories of Personal Information that we collect and have collected over the past twelve (12) months. For each category of Personal Information, these sections also set out our commercial or business purpose for collecting that Personal Information and the categories of third parties with whom we share that Personal Information. Throughout this Policy, we will refer back to the categories of Personal Information listed below (for example, “Category A. Personal Identifiers”).

1. CATEGORIES OF SOURCES OF PERSONAL INFORMATION WE COLLECT

A. You, For Information You Make Available to Us

Some information collected when you access or use our Services is considered “Personal Information” (or PI). This is information that relates to or can be used to identify you personally and includes things like your full name, your street address, your phone number, and your email address, and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules, or regulations. Other than as provided for in this Policy, we won’t share or disclose this kind of information unless we get your permission. Other information that we collect may not identify you personally. This kind of information may be shared or disclosed in an aggregate form, used to personalize your experience, and so on.

Visitors. When you use our Services as a Visitor, we may ask for information about your preferences and interests to personalize your experience and help you find what you need.

All Members. To use many aspects of our Services, you’re required to create a TpT account and become a Member. To become a Member, we require that you pick a unique username, and provide us with your email address so we can contact you. We may also ask you to tell us your name so we know who you are.

Finally, we may ask you to share some information about what kind of user you are (your role), your geographic location, what and where you teach, and information about your interests to help us personalize your experience using our Services.

Sellers. Members who register for one of our Seller Memberships ("Sellers"), will be required to provide additional contact information and payment information to receive Earnings. Sellers can choose to use a name other than their given name as a "Store Name." A Seller's Store Name, profile image or logo, and any additional information they choose to provide about themselves in their Store profile will be publicly viewable.

To comply with applicable laws, we may collect federal tax identification information from Sellers, including your social security number or employer identification number, to verify your identity and issue tax documents.

B. You, For Information Collected Automatically In Connection With Your Use of Our Services

When you use our Services as a Member or a Visitor, we receive and collect certain information from your browser and your device such as your Internet Protocol address (IP address), device information, operating system, browser type and version, and browser country location. This information helps us defend against fraudulent activity or attacks, maintain the security of our Services, and improve and personalize your experience.

We also log data related to how Members and Visitors use our Services, including Cookies (as defined below) that may uniquely identify your visit or account. This log data includes details such as what pages of our Site or App you visit and when, how users navigate through the Site, and visit referral URLs. This information allows us to better understand how our Services are being used, helps us make improvements, and enables us to personalize your experience with our Services. (Please refer to the Cookies section below for more information about how we use Cookies.)

From time to time, we may host and provide Members and Visitors the opportunity to participate in contests, sweepstakes, and surveys. If you choose to participate, you may be asked to provide Personal Information which may be used for purposes necessary to administer the contest, sweepstakes, or survey, or for other marketing purposes.

C. Third Parties

We may collect information about you from third parties as permitted by law or through your interaction with third parties we may integrate with from time to time to offer new features and/or services to you ("Third Party Integrations"). We may also receive information about you in connection with our provision of certain services, including for example TPT School Access or gift cards, as well as from some of our service providers who assist us with marketing or promotional services related to how you interact with our websites, applications, products, services, advertisements or communications.

Integration with Google Drive.

Through an integration with Google Drive, you may have the option to list files directly from your Google Drive in your TpT store ("Resources for Google Apps"), or access Resources for Google Apps directly through your Google Drive account (e.g. resources that you have purchased or added to your TpT account for free). To enable your use of this integration, you'll need to give TpT permission to access your Google Drive for the purposes described in this section. If you're a Seller listing Resources from your Google Drive, we'll use this access to list in your TpT store files that you choose from your Google Drive account, set file permissions, make copies for each Member who purchases or accesses your Resources for Google Apps for free, and monitor listed files from your Google Drive for deletions, updates, or changes in permissions so we may be able to alert you or impacted Members. For Members who choose to purchase (or access for free) Resources for Google Apps, we'll use this access to deliver the Resource to your Google Drive. Use of the integration is subject to Google's privacy policies — you can find more information about how Google uses your information and what information Google shares with us here.

Purchase Information.

When you make a purchase through our Services, you'll need to provide billing and payment information to complete your order. We've carefully chosen Service Providers who use Payment Card Industry Data Security Standard (PCI DSS) compliant practices to process payments ("Payment Processors"). Whether you check out using a credit or debit

card, PayPal account, or any other payment method we may support, your payment will be processed directly by our Payment Processor and we'll never have access to or store your full payment details.

When you use a credit or debit card to pay for your purchases, you'll be asked to add a credit or debit card payment source ("Payment Card"). When you submit your order, this information will be sent directly to and stored by our Payment Processor. After your payment is processed, the Payment Processor will send TpT some details about the transaction so that we can record your order in our database and provide access to the materials that you purchased.

The Payment Card you added will be available for future use on your Account. You can edit or remove this information at any time by navigating to the checkout page or by contacting us for assistance.

If you choose to pay using PayPal, you'll log in to your PayPal account to complete your order. When PayPal processes your payment, they'll send us a confirmation with transaction details so we can record your order and provide access to the Resources or services you've purchased. We do not collect information about or have access to the specific payment or funding sources or any other financial account details associated with your PayPal account.

2. CATEGORIES OF THIRD PARTIES WITH WHOM WE SHARE PERSONAL INFORMATION

We disclose your Personal Information to the following categories of service providers and other parties:

A. Visitors, When You Open a TpT Store

If you choose to become a Seller on TpT, there are some additional contact details we collect to ensure that we can reach you and deliver your earnings payments in the method you choose. You'll also have a store page and profile, where you can choose to provide additional details about yourself to your customers. The information you add to your store profile is information that visitors can see.

The following information is visible to others:

- Your store name. This will be the first and last name you provided at registration unless you choose an alternative "Store Name." You can enter or update your Store Name from the store profile section of your account details here.
- Your location. Some location information may be optional to display and can be adjusted in your store profile.
- Your Store Profile image. You have the option to upload a photograph, logo, or other image to your Store Profile.
- Personal Bio/Other Information. You can choose to provide additional information about yourself, your business, and your teaching experience. Any profile information you provide is visible to those who visit your store and can be edited, updated, or removed by you at any time.

Other than as described in this Policy, we won't publicly display or disclose Personal Information about you, such as the email address associated with your account, your street address or phone number, or your earnings and payout information, without your consent.

B. Sellers, When You Place an Order

When you place an order, your full name, city, state, and zip code will be visible to the Seller whose materials you purchased. Additionally, if you purchase hard goods, the Seller will see the shipping information you entered during checkout to enable them to ship your order.

C. The Public or Other Members, When You Connect, Share, or Communicate With Them

There may be features of our Services which allow you to:

- Post Content (Resources you upload, and Communications you post such as comments, reviews, questions, or other public messages)
- Connect, communicate, and share information about yourself with other Members
- Join and post messages in forums, groups, or communities
- Link your account to an Organization using TpT for Schools or other Services that allow similar account connections
- Submit requests for Resources or participate in a shared wish list
- Display a public profile, and so on

By using any of these features, you're choosing to share information about yourself and your TpT account activity with TpT, the public or with other Members. If you connect with another Member, for example by joining a group or Organization, or by accessing a Resource shared with you by another Member, the Members you interact with may be able to view certain information and activity associated with your account and that interaction.

D. Service Providers

TpT engages the services of third party companies ("Service Providers") to support and help provide certain features of our Services such as payment processing, customer support, data storage and analysis, visitor tracking and user testing, email messaging, advertising, surveys, Site security and fraud prevention, staff augmentation, hosting and other technology and communications, and other services. TpT shares data with these Service Providers so that they can perform their services which help deliver our Services more securely, efficiently, and effectively. Service Providers may have access to certain Personal Information in the course of providing their service. Service Providers' access to your Personal Information is limited to the purpose of providing the services contracted for. Service Providers are not permitted to disclose information we share to other parties (other than their own service providers as necessary) or use your Personal Information for any other purpose.

TpT may from time to time share aggregate user data with business partners, Service Providers, or other third parties to identify or share trends, usage statistics, and so on. Sharing data in an aggregate form means that no Personal Information, which would allow the recipient of the data to identify you personally, will be shared.

E. Third Parties, In Connection With a Merger, Acquisition, or Other Change of Control

As part of a merger acquisition, bankruptcy or other transaction in which a third party assumes control of our business (in whole or in part), we may transfer the data we have collected, including Personal Information, to the third party. In such an event, we'll notify you of that change. In addition, any purchasing company would have to adhere by the terms of this Policy including notifying you before making material changes and giving you the opportunity to opt out.

F. Third Parties, For Information Requests and Legal Obligations

To the extent you make purchases through the Services using an institution, school, or other third-party entity's credit or debit card, PayPal account, or any other payment method, and that institution, school, or third party requests such information or information related thereto and TpT, in its sole discretion, determines such request is reasonable, we may choose to provide such information or information related thereto to that institution, school, or third party.

Finally, we respect and comply with legal obligations and may release information (including Personal Information and information about your account activities) in cooperation with a law enforcement investigation, in response to a valid

legal request such as a court order, legal subpoena, or government inquiry or audit, as part of the process outlined by the Digital Millennium Copyright Act (DMCA), or to defend, protect, or exercise our legal rights.

G. Other Parties, At Your Direction.

From time to time, we may partner with other companies or organizations ("Partners") to offer additional products and services ("Partner Content"). When you buy or use Partner Content, we may share information with our Partners about your order and your account for the purposes of facilitating your use of Partner Content and ensuring delivery of Partner Content to you. We may also share your Personal Information with other parties authorized by you.

3. CATEGORIES OF PERSONAL INFORMATION WE MAY COLLECT

A. Personal Identifiers

<p>Personal Information We Collect:</p>	<ul style="list-style-type: none"> - Real name - Email address - Postal address - Phone number - IP address - Account name (e.g., username, alias, store name) - Device ID - Social security number (as applicable from some Sellers) - PayPal ID (email address) - Birth year
<p>Sources of this Personal Information:</p>	<ul style="list-style-type: none"> - You - Third parties (e.g. our Service Providers)
<p>Commercial or business purpose for collecting this category of Personal Information:</p>	<ul style="list-style-type: none"> - Account creation and administration - Communication with you as needed for customer support, account-related communication, or marketing - To process payments and facilitate purchases made through our Services between buyers and sellers - To meet our legal obligations to issue tax documents - Website operations, security, and monitoring - To issue payments to you (if applicable) - Analytics and marketing - To identify you in connection with your account activity (In some cases, this information may be shared or displayed publicly or only to certain other Members in a full or modified form as described in sections I(2)(A)-(C) above.) - To ensure the proper operation and security of our Services
<p>Categories of third parties with whom we share this Personal Information:</p>	<ul style="list-style-type: none"> - Service Providers (e.g., payment processors; security and fraud prevention services; hosting and other technology and communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

B. Customer Records Identified By State Law (Including the California Customer Records Statute (Cal. Civ. Code 1798.80(e)))

Personal Information We Collect:	<ul style="list-style-type: none"> - Name - Postal address - Phone number - Social security number (as applicable from some Sellers) - Bank account number (as applicable from some Sellers) - Last four digits of credit or debit card number - Employment
Sources of this Personal Information:	<ul style="list-style-type: none"> - You - Third parties (e.g. our Service Providers)
Commercial or business purpose for collecting this category of Personal Information:	<ul style="list-style-type: none"> - Account creation and administration - Communication with you as needed for customer support, account-related communication, or marketing - To meet our legal obligations to issue tax documents - To process payments and facilitate purchases made through our Services between buyers and sellers - To issue payments to you (if applicable) - Analytics and marketing - To identify you in connection with your account activity (In some cases, this information may be shared or displayed publicly or only to certain other Members in a full or modified form as described in sections I(2)(A)-(C) above.) - To enable you to associate your account with a particular school or district
Categories of third parties with whom we share this Personal Information:	<ul style="list-style-type: none"> - Service Providers (e.g., payment processors; security and fraud prevention services; hosting and other technology and communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

C. Commercial Information

Personal Information We Collect:	<ul style="list-style-type: none"> - Records of the Resources you purchased or downloaded for free from our Site - Records of the items you add to a cart or wishlist - Your grade level and subject area interests - Gift cards purchased or sent - ClassFund contributions made or received - Search history on our Site - Page views on our Site - Referral data (the URL from which you arrived on our Site) - Ratings or reviews on Resources - Payment method used - TpT credits earned or used (e.g., from making a purchase after leaving Feedback)
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	- Sales and earnings related to your TpT store (if applicable)
Sources of this Personal Information:	- You - Third parties (e.g. our Service Providers)
Commercial or business purpose for collecting this category of Personal Information:	- Account administration (e.g., to enable you to access your purchased or downloaded Resources) - Order processing - Analytics and marketing - To ensure the proper operation and security of our Services
Categories of third parties with whom we share this Personal Information:	- Service Providers (payment processor; security and fraud prevention services; hosting and other technology and communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

D. Internet Or Other Similar Network Activity Information

Personal Information We Collect:	- Records of the Resources you purchased or downloaded for free from our Site - Records of the items you add to a cart or wishlist - Gift cards purchased or sent - ClassFund contributions made or received - Search history on our Site - Page views on our Site - Referral data (the URL from which you arrived on our Site) - Ratings or reviews on Resources - Payment method used - TpT credits earned or used (e.g., from making a purchase after leaving Feedback) - Sales and earnings related to your TpT store (if applicable)
Sources of this Personal Information:	- You - Third parties (e.g. our Service Providers)
Commercial or business purpose for collecting this category of Personal Information:	- Account administration (e.g., to enable you to access your purchased or downloaded Resources) - Order processing - Analytics and marketing - To ensure the proper operation and security of our Services
Categories of third parties with whom we share this Personal Information:	- Service Providers (payment processor; security and fraud prevention services; hosting and other technology and communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

E. Professional Or Employment-Related Information

Personal Information We Collect:	- School association
Sources of this Personal Information:	- You - Third Parties (e.g. our Service Providers)
Commercial or business purpose for collecting this category of Personal Information:	- Account and profile information - Enabling a user to join a school account - Analytics and marketing
Categories of third parties with whom we share this Personal Information:	- Service Providers (hosting and other technology and communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

F. Age Or Date Of Birth

Personal Information We Collect:	- Birth year
Sources of this Personal Information:	- You
Commercial or business purpose for collecting this category of Personal Information:	- Account creation and administration
Categories of third parties with whom we share this Personal Information:	- Service Providers (hosting and other technology communications providers; analytics providers; staff augmentation and contract personnel) - Acquirors or other parties that might receive Personal Information through a change of control - Other parties at users' direction

II. COOKIES, INTEREST-BASED ADVERTISEMENTS, AND GOOGLE ANALYTICS

1. COOKIES

We use cookies and similar technologies such as pixel tags and web beacons (collectively, "Cookies") to enable our servers to recognize your web browser and tell us how and when you visit and use our Services, to analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data — usually text files — that are placed on your computer, tablet, phone, or similar device when you use that device to visit our Services. When you visit websites like ours, some information about your visit is stored in Cookies which are used to tailor your experience, surface relevant information, products, and advertisements, and to allow you to pick up where you left off

the next time you visit. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s).

By using our Services as a Visitor or Member, you agree to our use of Cookies in the following ways, as well as other similar purposes:

- Analytics
- Marketing
- Preserving your preferences
- Personalizing your experience
- Understanding where our website traffic is coming from
- To ensure the security and availability of our Site and our Services

You have the right to decide whether a website can store Cookies on your computer. Depending on the internet browser you use, you may be able to view, manage, delete, and disable Cookies through your browser preferences. If you choose to delete Cookies or to not allow us to use Cookies, some features may not work properly and you may have to manually adjust some preferences every time you visit a site. To learn more about how to do this, check out instructions from these browsers:

[Google Chrome](#)

[Internet Explorer](#)

[Safari](#)

[Firefox](#)

To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>.

The following types of Cookies are used in connection with our Services:

- Essential Cookies: Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- Functional Cookies: Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These cookies help us to personalize our content for you, greet you by name, and remember your preferences (for example, your choice of language or region).
- Performance/Analytical Cookies: Performance/Analytical Cookies allow us to understand how visitors use our Services such as by collecting information about the number of visitors to the Services, what pages visitors view on Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. To support and enhance the Services, we use third-party analytics services, including those provided by Google Inc. ("Google") and Heap Inc. ("Heap"). Google uses cookies in connection with its Google Analytics services. Google's ability to use and share information collected by Google Analytics about your visits to the Services is subject to the Google

Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out browser Add-on at <https://tools.google.com/dlpage/gaoptout/>. If you would like more information on the type of information Heap collects, please visit Heap's Website Terms of Use at <https://heap.io/terms>.

- Retargeting/Advertising Cookies: Retargeting/Advertising Cookies collect data about your online activity and identify your interests so that we can provide advertising that we believe is relevant to you. For more information about this, please see the section below titled "Information about Interest-Based Advertisements."

2. INFORMATION ABOUT INTEREST-BASED ADVERTISEMENTS

In some cases, you may see advertisements about our Services on other websites or services which may be targeted to users who have visited our Site or used our Services who fit certain general profile categories or display certain preferences or behaviors ("Interest-Based Ads"). With respect to these Interest-Based Ads, we comply with the Digital Advertising Alliance ("DAA") Self-Regulatory Principles for Online Behavioral Advertising. Through the DAA and Network Advertising Initiative ("NAI"), several media and marketing associations have developed an industry self-regulatory program to give consumers a better understanding of, and greater control over, ads that are customized based on a consumer's online behavior across different websites and properties. To make choices about Interest-Based Ads from participating third parties, including to opt-out of receiving behaviorally targeted advertisements from participating organizations, please visit the DAA's or NAI's consumer opt-out pages, which are located at <http://www.networkadvertising.org/choices/> or www.aboutads.info/choices.

3. GOOGLE ANALYTICS

We use Google Analytics to understand and analyze browsing activity, and for advertising through their AdWords and Remarketing Lists features. Google Analytics may store cookies on your device when you use or access our Services and may use those cookies to display advertisements for our products or Services when you visit other websites. You can find out more about this by reading the information Google provides in this explanation: [How Google uses data when you use our partners' sites or apps](#). If you don't want Google Analytics to use cookies when you browse, you can install the Google Analytics Opt-Out Browser Add-On to prevent Google Analytics from placing cookies on your browser. You can find out more about this option and how to install the Add-On [here](#).

III. HOW WE SHARE YOUR PERSONAL INFORMATION

Your privacy is very important to us. Other than as provided for in this Policy, we don't share your Personal Information with third parties without your consent.

1. BUSINESS PURPOSES FOR DISCLOSURES OF PERSONAL INFORMATION

We disclose your Personal Information to Service Providers and other parties for the following business purposes:

- To perform auditing related to a current interaction and concurrent transactions
- To detect security incidents, to protect against malicious, deceptive, fraudulent, or illegal activity, and to prosecute those responsible for that activity
- To debug to identify and repair errors that impair existing intended functionality
- To make short-term, transient use of Personal Information that is not used by another party to build a consumer profile or otherwise alter your consumer experience outside the current interaction
- To perform services on our behalf, including maintaining or servicing accounts, providing customer service, processing or fulfilling order and transactions, verifying customer information, processing payments, providing

financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider

- To undertake internal research for technological development and demonstration
- To undertake activities to verify or maintain the quality and safety of a service or device that we own, manufacture, have manufactured for us, or control

Over the past twelve months, we have disclosed the following categories of your Personal Information (which related to the corresponding information in the tables in section I.3 (A-F) above) to Service Providers or other parties for the business purposes listed above:

- A. Personal identifiers
- B. Customer records identified by state law
- C. Protected classification characteristics under state or federal law
- D. Commercial information
- E. Internet or other similar network activity information
- F. Professional or employment-related information
- G. Age or date of birth

2. SALES OF PERSONAL INFORMATION

We will not sell your Personal Information and have not done so over the past twelve months.

IV. DATA SECURITY AND RETENTION

1. DATA SECURITY

We seek to protect your Personal Information from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Information and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure. We cannot guarantee the complete security of any data you share with us, and except as expressly required by law, we are not responsible for the theft, destruction, loss, or inadvertent disclosure of your information or content.

2. ACCOUNT SECURITY

Access to your TpT account is secured by the password you choose. For your security, we store only a hashed version of your password. This means that we don't know your password and your password isn't visible to us when members of our team view your account.

To prevent unauthorized access to your account, choose a password that can't be easily guessed and don't share your password with anyone else. Whenever you use a shared computer or other shared device to access your TpT account (for example, a school computer), be sure to log out of your account completely before you leave your

workstation, uncheck the "remember me" option at login, and select "no" if the web browser prompts you to save your login credentials. You're responsible for keeping your password confidential, and for all activity that occurs under your account, whether or not authorized by you.

You can change or update your password anytime by visiting your My Account page. If you forget your password, you can request a reset password link.

3. DATA RETENTION

TpT will use your information for the reasons detailed in this Policy in order to deliver our Services to you while your account is active. If you no longer wish to be a Member of our Services, you can close your account with us at any time. If you close your account, your account is placed in an inactive state. We retain a record of your account information and only use your account information as needed, for example to provide sales data to Sellers you've transacted with, to continue to make Resources available to Members who have purchased licenses from you, to comply with a valid legal request or resolve a dispute, or to meet any legal requirements or obligations. We may also continue to include your data as part of ongoing data and usage analysis. We'll no longer send you marketing or other communications about your account or our Services. You can restore your account at any time by logging in with your email or username and your password.

TpT for Schools

TpT for Schools enables increased collaboration and communication between and among teachers and administrators.

If you've linked your TpT account to an Organization using TpT for Schools, your interactions with and activity related to TpT for Schools may be shared with and be visible to other Organization Members and Managers (Organization Users). Your personal purchases, purchase history, billing information, and personal account details such as your street address and phone number will not be shared.

Linking your Account. When you link your TpT account to an Organization, your name and role will be shared with your Organization, and you'll be added to your Organization's roster which is visible to other Organization Users.

Requesting Resources. When you submit a request for Resources, your request will be visible to Organization Users as part of the Organization's list of pending requests. TpT may enable your Organization Manager to communicate directly with you about your requests, and send notifications via the email address associated with your TpT account. When you reply via your personal email account, your email address will be visible to the Organization Manager you're communicating with.

Receiving Resources. When a Resource License is shared with you, Organization Users can see that a Resource License has been shared with you, whether you've claimed or downloaded that Resource License, and may be able to see other activity related to your use of that Resource.

Purchases. When your Organization makes a purchase, those Resources will be added to the Organization's shared library which is visible to all other Organization Users.

Communicating. TpT will use the email address associated with your TpT account to send you notifications about your TpT for Schools activity, including communications from your Organization. By communicating with your Organization by email, you're sharing your email address with your Organization.

V. OUR COMMITMENT TO CHILDREN'S PRIVACY

At TpT, we take children's privacy very seriously. TpT's Services are directed at and intended for use by adults only. We do not knowingly collect Personal Information from children under the age of 13. If you are under 13, you should not use or attempt to use our Services or send any information about yourself to TpT. If we discover that we have

collected information from a child under the age of 13, we will take the appropriate measures to promptly remove that information from our Services.

If you believe that TpT may have collected Personal Information about a child under 13, please contact us at support@teacherspayteachers.com to let us know. We'll work with you to make sure that information is removed from our Site.

VI. YOUR RIGHTS AND OPTIONS

At TpT, it's important to us that you have the ability to make choices about your personal information, so we provide you with options for managing your account and the information you give us.

1. ACCOUNT INFORMATION

You can view, update, and correct the information you've provided about yourself by visiting your My Account page. You can also remove any of the optional information you've provided. Information that is required will be indicated as such and can be updated but cannot be removed.

If you don't want to have an account with us anymore, you can close your account at any time. You can find instructions on how to close your account here, or you can contact us for assistance.

2. SAVED PAYMENT SOURCE

Your saved Payment Card record can be edited or deleted from the checkout page. If you need assistance, you can contact us and we'll be happy to remove any saved Payment Card records for you.

3. EMAIL PREFERENCES

TpT uses your contact information to communicate with you about our services and to provide notifications related to your account or activity. Certain communications related to your account or your activity are required and you can't opt out of receiving them. These include, but aren't limited to, purchase-related notifications, notifications related to changes that have been made to your login credentials or account details, and legal notifications. Other communications may not be required such as announcements about our Services, newsletters and messages with information you might be interested in, and other marketing and promotional messages ("Optional Communications"). You can manage your preferences related to Optional Communications in the Email Preferences section of your account, or by using the "unsubscribe" link at the bottom of any Optional Communication you receive.

4. OTHER

If you choose to create a public profile, or post Communications, any information you post will be visible by other Users and the public. You can edit and update Communications you've posted and information provided in your public profile. You can delete your public profile at any time.

VII. CALIFORNIA RESIDENT RIGHTS

If you are a California resident, you have the rights outlined in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights. If there are any conflicts between this section and any other provision of this Policy and you are a California resident, the portion that is more protective of Personal Information shall control to the extent of such conflict. If you have any questions about this section or whether any of the following applies to you, please contact us at Privacy@TeachersPayTeachers.com.

1. ACCESS

You have the right to request certain information about our collection and use of your Personal Information over the past twelve months. We will provide you with the following information:

- The categories of Personal Information that we have collected about you
- The categories of sources from which that Personal Information was collected
- The business or commercial purpose for collecting or selling your Personal Information
- The categories of third parties with whom we have shared your Personal Information
- The specific pieces of Personal Information that we have collected about you

If we have disclosed your Personal Information for a business purpose over the past twelve months, we will identify the categories of Personal Information shared with each category of third party recipient.

2. DELETION

You have the right to request that we delete the Personal Information that we have collected from you. Under the CCPA, the right is subject to certain exceptions: for example, we may need to retain your Personal Information to provide you with the Services or complete a transaction or other action you have requested, or to comply with our legal obligations. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

3. EXERCISING YOUR RIGHTS

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Information, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Information provided in a Valid Request to verify you and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive, or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Email us at: Privacy@TeachersPayTeachers.com
- Submit a request using our [Contact Us form](#)

You may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to do so, and we may request a copy of this written permission from your Authorized Agent when they make a request to exercise your rights on your behalf.

4. WE WILL NOT DISCRIMINATE AGAINST YOU FOR EXERCISING YOUR RIGHTS UNDER THE CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy

laws (including the CCPA) with varying prices, rates, or levels of quality of the goods or services you receive related to the value of Personal Information that we receive from you.

5. OTHER PRIVACY RIGHTS

Your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time. To find out more about “Do Not Track,” you can visit www.allaboutdnt.com.

VIII. OTHER STATE LAW PRIVACY RIGHTS

1. NEVADA RESIDENT RIGHTS

If you are a resident of Nevada, you have the right to opt out of the sale of certain Personal Information to third parties who intend to license or sell that Personal Information. Please note that we do not currently sell your Personal Information as sales are defined in Nevada Revised Statutes Chapter 603A. You can indicate your preferences with respect to this right by contacting us at Privacy@TeachersPayTeachers.com with the subject line “Nevada Do Not Sell Request” and providing us with your name and the email address associated with your account.

IX. ADS AND LINKS TO THIRD PARTY WEBSITES

There are places throughout our Services, such as advertisements and other links, where you can access websites owned and operated by third parties. The terms of this Policy apply only to our Services and websites and do not apply to any third party websites that may be linked to or accessible from our Services. We can’t guarantee the privacy and security standards of other websites, so if you choose to access these third party links, you’ll want to familiarize yourself with the privacy policies and other terms applicable to those sites.

X. HOSTED CONTENT

The Content uploaded or posted to our Services is made available at the direction of our Members. We are not responsible for the Content, including any disclosures of Personal Information by our Members. If you believe that any Content posted on our Services violates your personal privacy rights, please notify us at support@teacherspayteachers.com or by using our [Contact Us form](#).

XI. CHANGES TO THIS POLICY

From time to time, we’ll update this Policy in accordance with the process and rules in our [Terms of Service](#). We will alert you to changes by placing a notice on the Site, by sending you an email, and/or by some other means. Please note that if you haven’t provided us with your correct email address, those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Policy in effect at the time such information is collected.

XII.HOW TO CONTACT US

For any questions you have about this Policy, the ways in which we collect and use your Personal Information, or your choices and rights regarding such use, or if you need assistance with your account, you can reach us anytime using the following methods:

- Submit a question using our [Contact Us form](#)
- Email us at Privacy@teacherspayteachers.com

- Write to us at 111 E. 18th St., 11th Floor, New York, NY 10003

You may also find the answer to your question in our [FAQs](#).

Student Privacy Policy

Last updated: 1/2/2020

Teachers Pay Teachers (“TpT”, “we”, “us”, “our”) is committed to protecting the privacy of all of the users we serve. This Student Privacy Policy (“Policy”) describes how we treat information provided to us by individuals who engage with Student Tools (defined below), as available through our platform (“Services”), where such individuals (“Student Users”) may be under the age of 13 (or 16 for certain jurisdictions). This Policy is between Teachers Pay Teachers and the Teacher (defined below) using the Student Tool (“you”). You represent and warrant that you have the authority to bind your school or district under this Policy. This Policy incorporates by reference the Sections I.2.E, IX, X, and XI from our general [Privacy Policy](#).

I. ACCESS BY STUDENT USERS

How Student Users may Access our Services. Certain Members of our Services who are teachers or other school administrator authorized by a school or district (“Teachers”) may use certain features of our Services, such as the TpT Digital Tool, to interact directly with Student Users (“Student Tools”). Student Tools may be used with Student Users only by Teachers, in an education setting as permitted by school or district policies, and where the Teacher has verified to us (using reasonable methods in light of industry standards and available technology) that they are a Teacher authorized to provide their consent (via the terms described in more detail in the TpT Digital Tool Terms of Service) for Student Users to use the Student Tool and disclose Personal Information (as defined herein) to us. “Personal information” (as further described in the Children’s Online Privacy and Protection Act (COPPA)) is information that can be used to personally identify a specific individual. TpT only collects Personal Information from Student Users whose Teachers have elected to use the Student Tool and have provided their consent for use by Student Users. That means, the only way that a Student User is permitted to access our Services is through a Student Tool, and the only way that a Student User is permitted to access a Student Tool is through an invitation, unique code, or link shared with the Student User by a Teacher. If we find that anyone under the age of 18 has otherwise accessed or attempted to access our Services other than as permitted herein, we will remove those individuals and any Personal Information they may have provided from our system.

Compliance with COPPA and FERPA.

COPPA. COPPA requires operators of online services that collect Personal Information from individuals under the age of 13 to obtain “parental consent”, and to comply with certain rules with regard to how Personal Information collected from such individuals is processed, secured, and disclosed. COPPA permits schools and teachers using such online services in the education setting to act as the parent and provide consent to the operator of an online service to collect Personal Information from students who may be under the age of 13, for the use and benefit of the learning environment. When a Teacher connects with Student Users through the Student Tool, we collect certain information (“Student Information”) — which may include Personal Information. We have adopted this Policy and the processes and protocols described herein to ensure that we’re meeting the requirements of COPPA as applicable.

FERPA. Student Information may include information considered an education record subject to the Family Educational Rights and Privacy Act ("FERPA"). To the extent that FERPA applies to any Student Information we may receive as a result of your use of the Student Tool, TpT acts as a "school official" (as that term is used in FERPA).

No Ads. We do not display, place, or allow any third-party ads on any Student Tools or other parts of our Services enabled for use by Student Users. Our Student Tools are intended to create interactive learning experiences between students and teachers and deepen student engagement with their learning materials, not to sell anything to them.

II. WHAT INFORMATION WE COLLECT

When a Student User interacts with our Service through a Student Tool, we collect the following information.

- **Information provided to us directly:** We collect some information that Student Users enter directly through the platform.
 - **Name or Nickname:** We may collect a Student User's nickname, first name only, or full name in order for the Teacher to be able to identify and distinguish between different students using the Student Tool.
 - **Response information:** Using a Student Tool, Student Users are able to provide responses to questions or otherwise enter information or add content to materials shared by their Teacher ("Responses"). Such Responses may include text boxes, drawings or other content formats as available.
- **Information obtained via third party integration:** In some cases, we might obtain some information via a Student User's interaction with third party providers that we integrate with -- for example Google's authentication services.
 - **Google Identity Information: Student** Users may be required to authenticate their identity via their existing Google account before they can access a Student Tool. Google will check that Student User's Google credentials (these never get shared with us) and Google will share a Google Identity number for that Student User as confirmation. That Google identity number, which is in the form of an alphanumeric string associated with a particular Google user, will be immediately and permanently altered and stored in a hashed format in our system so that it cannot be used for any other purpose other than to authenticate that user.
- **Information collected automatically:** We also collect some information automatically about a Student User's device and browser while they use our Services.
 - **Device and system information:** We may collect the IP address associated with that Student User's use of the Services, and browser and device information for security and performance monitoring purposes which ensure that our Services are working and properly configured for different devices and browser types. We do not use a Student User's IP address to identify or track their location or movements.
 - **Authentication Cookies:** We store authentication cookies in order to enable our Services to identify and properly authenticate each returning user and ensure that users are only able to access their own information, and for anonymous session tracking so we understand overall usage

III. HOW WE USE THIS INFORMATION

We collect and process Personal Information from Student Users only for the purposes of enabling use of Student Tools by Teachers and Student Users. We do not collect or process Personal Information from Student Users in order to advertise or market to Student Users or create behavioral profiles for marketing.

- **To fulfill requests.** Students may elect to use the Student Tool to submit Personal Information such as their name, or any information the Student User includes in their Responses. We collect and process that information to fulfill the Student User's request to submit that information to you (the Teacher) and to allow you to access that information.
- **Site traffic and Analytics.** We collect and share certain Personal Information with Service Providers (as defined below) we use for analytics to understand how our services are used, including traffic, number of users, and user events which may be viewed in individual or aggregate form.
- **Site Security and Operations.** We collect and share certain Personal Information (such as IP address) with Service Providers (as defined below) for security and operations purposes to monitor for performance and maintenance issues, debugging and site security.

IV. WHO WE SHARE INFORMATION WITH

We do not sell the Personal Information of Student Users and we only share Personal Information of Student Users to the following parties:

- **With Teachers.** Student Tools on TpT enable Teachers to interact with Student Users so that they may share, complete, and receive education instruction and assignments virtually. Teachers will have access to all Student Information including Student Users' engagement with the Student Tool, the name or nickname they provide, and Responses.
- **With Service Providers.** In order to provide our Services including Student Tools, we engage the services of third-party service providers who may host, store, transmit, and/or otherwise process information for us ("Service Providers"). Our Service Providers are not permitted to use or process our data, including Personal Information of Student Users for purposes other than to provide their services to us.
- **With employees/agents.** In addition to Service Providers, we may share Personal Information with certain employees or other agents we hire to help us build, improve and provide our Services. We limit access to those employees and agents who need access to this information to do their work and they are not permitted to use or share this information for any other purpose.

V. INFORMATION RETENTION AND CHOICES

How long we keep Student User information: We retain the Personal Information of Student Users only as long as necessary to provide the Services related to the Student Tool, which may be for as long as a particular Student User is

using the Student Tool and the Teacher associated with such Student User is an active Member of our Services, and for some time thereafter as needed to fulfil our legal obligations.

Right to access and/or Delete: COPPA provides the right to request access to or deletion of the Personal Information of a Student User. To make such a request, please reach out to us at privacy@teacherspayteachers.com. Please note that we will not be able to process your request if we are unable to determine that you are authorized to make such a request. The California Consumer Privacy Act provides California residents certain individual rights as described in more detail in Section VII (CALIFORNIA RESIDENT RIGHTS) of our general [Privacy Policy](#), which Section is incorporated herein by reference.

VI. OTHER

Modifications to this Policy. We may make changes to this Children's Privacy Policy from time to time. Any change that results in the collection of new pieces of Personal Information from Student Users or additional uses of Personal Information of Student Users other than as described herein, we'll notify you via the email address associated with your TpT account.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH ILLUMINATE EDUCATION AS A DATA WAREHOUSE AND ASSESSMENT PLATFORM

Illuminate Education partners with educators to reach new levels of student performance, empowering teachers with data to serve the whole child. Their solution brings together holistic data and collaborative instructional tools, and puts them in the hands of educators. As a result, teachers can visualize each student's progress, determine the right instructional or intervention strategy, and take the best next action, moment-by-moment.

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

Educational Services is requesting approval to renew the 3-year agreement with Illuminate Education. The three-year proposal includes the following: • Illuminate Data and Assessment Licenses, • Grading Software Assessment Scanning and • Access to Inspect PLUS item bank and the NGSS pre-builts.

This agreement has the total cost of \$101,344.84 to be paid in three installments as follows:

First year: \$31,087.13 to be paid in July 2020

Second year: \$34,192.41 to be paid in July 2021.

Third year \$36,065.30 to be paid in July 2022

RECOMENDATION:

Approve the three-year license agreement with Illuminate Education as a data warehouse and assessment platform for school years 2020-2023 at the cost of \$101,344.84 from the Supplemental and Concentration funds.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Client Order

Q-74110

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

Prepared Date: 4/24/2020
Valid Through: 6/30/2020

Prepared By: Jill Albracht

Start Date: 7/1/2020
End Date: 6/30/2023
Quote Term: 36

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

Contact: Cynthia Gonzalez
Phone: (619) 428-4476 x3070

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
4,575	DnA Licenses	Additional Licenses - Illuminate Data and Assessment™	\$4.64	\$21,228.00
4,575	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
4,575	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.00	\$9,150.00
Year 1 Subtotal:				\$30,378.00
Year 1 Tax:				\$709.13
Year 1 Grand Total:				\$31,087.13

Year 2

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
4,575	DnA Licenses	Additional Licenses - Illuminate Data and Assessment™	\$4.78	\$21,868.50
4,575	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
4,575	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.50	\$11,437.50
Year 2 Subtotal:				\$33,306.00
Year 2 Tax:				\$886.41
Year 2 Grand Total:				\$34,192.41

Year 3

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
4,575	DnA Licenses	Additional Licenses - Illuminate Data and Assessment™	\$4.92	\$22,509.00
4,575	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
4,575	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$12,581.25
Year 3 Subtotal:				\$35,090.25
Year 3 Tax:				\$975.05
Year 3 Grand Total:				\$36,065.30

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

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

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

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

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

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

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

Master Subscription Licenses & Services Agreement

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

Definitions.

(a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "**Licensed Product(s)**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). "**Software**" means the Illuminate software programs described in the applicable Client Order.

(f). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("**Termination**").

(g). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

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

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

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

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

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

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

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

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

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

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

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

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

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

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

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

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

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

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

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

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

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

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

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

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

11. Disclaimers.

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

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

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

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

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

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate 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 Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("Confidential Information"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 10 ("Confidential Information"), Section 11 ("Disclaimers"), Section 12 ("Limitation of Liabilities"), Section 14(c) ("Survival"), and Section 15 ("General Provisions"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

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

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

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

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

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

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

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

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

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

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

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

ILLUMINATE EDUCATION, INC.

CLIENT: San Ysidro School District

By: Authorized
Signature

Name: Dick Davidson

Title: Chief Financial
Officer

Date:

By: Authorized
Signature

Name: Marilyn Adrianzen

Title: CBO

Date:

Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Educational Services Department
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: RENEWAL OF AGREEMENT WITH BLACKBOARD

BACKGROUND INFORMATION:

The Blackboard Web Community Manager helps our District communicate with our community and prospective families by providing a school-to-home communications system to optimize family engagement.

The District wishes to continue with the services for fiscal year 2020-21.

RECOMMENDATION:

Approve the renewal of the agreement with Blackboard to continue providing a school-to-home communications system for fiscal year 2020-21 at a cost of \$19,569.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2020-2021 Budget?

Yes No

Requisition #

\$19,569.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Blackboard Inc.
 3815 River Crossing Parkway, Suite
 200
 Indianapolis, IN 46240 USA
 Phone: +1 202.463.4860
 Fax: +1.312.236.7251
 Email: operations@blackboard.com
 Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:
 San Ysidro School District
 4350 Otay Mesa Rd
 San Ysidro, CA 92173-1685
 USA

Date: 03/31/2020
Customer No: 329250
Document No: CSF000325151

Customer Primary Contact: Todd Lewis

RENEWAL PRODUCTS AND SERVICES:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
5000	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2020	06/30/2021	7,958.29
9	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2020	06/30/2021	11,611.70

Renewal Amount (USD) 19,569.99

RENEWAL CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next renewal period starts on 07/01/2020. Per the terms of your contract, this license may be automatically renewed 30 days prior to this renewal period start date.

Use of the product and/or services on or beyond 07/01/2020 may result in an automatic invoice from Blackboard for the annual renewal amount noted above.

Any utilization beyond license quantities allowed under your current contract with Blackboard may result in additional license fees to be charged in addition to the renewal amount notated above. Please reach out to Blackboard to adjust your current license quantity if applicable.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please complete the following to ensure accurate billing:

- Billing information is accurate: _____ (please initial or note corrections)
- Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ (please initial)
- Please send this completed renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by 06/26/2020:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SHUTTERFLY LIFETOUCH, LLC

BACKGROUND INFORMATION:

Shutterfly Lifetouch, LLC (Lifetouch) previously Lifetouch National School Studios has been providing school districts with school portraits and other complimentary services for students and staff. Services are provided District-wide and may vary from school-to-school based on selected services by District and/or principal's choice. In turn, the District Schools PTAs receive a commission for portrait packages that are sold.

The District is renewing the agreement with Lifetouch for school year 2020-21 with two automatic renewal terms unless terminated as provided in the terms and conditions of the agreement. Agreements included are Yearbook Publication Agreement and the Portrait Agreement.

RECOMMENDATION:

Approve the 3-year agreement with Shutterfly Lifetouch, LLC for student and staff portraits, Yearbook publication services and other complimentary services at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 3 day of March, by and between the San Ysidro School District, hereinafter called the "District", and

Shutterfly Lifetouch, LLC				(858) 693-9197
Company/Consultant				Phone Number
9845 Via Pasar,	San Diego,	CA	92126	sandiego@lifetouch.com
Mailing Address	City	State	Zip Code	Email

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

Initial Term:

From: July 1, 2020

To: June 30, 2021

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. Following the Initial Term, the agreement will automatically renew for two (2) renewal terms (July 1 to June 30) unless terminated as provided in Section 5.3.

2 FEES AND PAYMENTS

2.1 FEES – No fee shall be paid by the District to Consultant.

2.2 PAYMENTS – Consultant shall issue commission checks earned by the sale of picture packets or

other merchandise/items directly to the School's Parent-Teacher Association (PTA) or the School's ASB (Associated Student Body) to use these funds for student-related activities as per Exhibit A.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors 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 CONTRACTOR & 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

(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 and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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

The 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 **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).

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 and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to 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) Grounds for 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. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall have a non-exclusive license to use such materials, documents and data and 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. Notwithstanding the foregoing, Consultant shall retain all right, title and interest in the copyright to photographs it captures.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and 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's 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

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. Consultant's responsibility to protect, save, defend and hold harmless District shall not apply where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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 attach a copy of this verification.)

TB CLEARANCES: 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 employees. DISTRICT IS WAIVING THIS REQUIREMENT _____ . [INITIAL HERE]

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

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 (c) by U.S. Mail, mailed certified mail, return receipt requested addressed to the following entities.

CONSULTANT: Firm Name: Shutterfly Lifetouch, LLC
 Attention: Christian Aponte (Local Owner/Territory Manager) and Dorell Beltran (Sales Professional)
 Street Address: 9845 Via Pasar
 City, State, Zip San Diego, CA 92126
 Email Address: sandiego@lifetouch.com / dbeltran@lifetouch.com
 Telephone: (858) 693-9197 / (619) 430-0868

DISTRICT: Firm Name: SAN YSIDRO SCHOOL DISTRICT
 Attention: Marilyn Adrianzen
 Street Address: 4350 Otay Mesa Road
 City, State, Zip San Ysidro, CA 92173
 Email Address: Marilyn.adrianzen@syzdschools.org
 Telephone: (619) 428-4476

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.

(Signature page next)

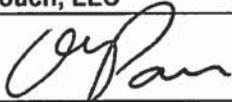
7. WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

Shutterfly Lifetouch, LLC

Firm Name



Signature of Authorized Agent

ANDREW G. PANDOS, VP SALES

Print Name, Title

03-03-2020

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

//

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation and Tuberculosis Clearance 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.**

AP (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.

AP (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).

AP (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).

AP (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.

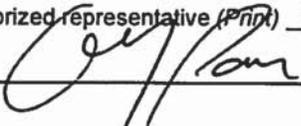
AP (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

AP (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: Shutterfly Lifetouch, LLC

Name/title of authorized representative (Print) Andrew Panos - Vice President of Sales

Signature  Date 3-03-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

The following agreements / attachments are incorporated to the Professional Services Agreement. The provisions or clauses in Professional Services Agreement shall control.

- Yearbook Publication Agreement – Webease (*Optional*)
 - Requires School Principal Signature; **and**
 - Requires District Authorized Representative Signature
 - Remove the following language from Terms of the Yearbook Publication Agreement
 - The School grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School’s materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.
- School Portrait Agreement
 - Requires School Principal Signature; **and**
 - Requires District Authorized Representative Signature
- Senate Bill No. 316 (SB316) Pupil and Student Safety: Identification Cards
 - Existing law (effective July 1, 2019) requires a public school, including a charter school, or a private school, that serves pupils in any of grades 7 to 12, inclusive, that issues pupil identification cards, and a public or private institution of higher education that issues student identification cards, to have printed on the identification cards the telephone number for the **National Suicide Prevention Lifeline**, and authorizes those schools to have printed on the identification cards certain other suicide-prevention and emergency-response telephone numbers.
 - Commencing October 1, 2020, additionally require a public school, including a charter school, or a private school, that serves pupils in any of grades 7 to 12, inclusive, that issues pupil identification cards to have printed on the identification cards the telephone number for the **National Domestic Violence Hotline**. The bill would, commencing October 1, 2020, require a public or private institution of higher education that issues student identification cards to have printed on the identification cards the telephone number for the **National Domestic Violence Hotline or a local domestic violence hotline**.
 - The District requests that Student Identification Cards for students in grades 7-8 to include this required information.
 - Lifetouch is responsible to verify and ensure that any telephone numbers listed on the Student Identification Cards for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline and/or any local emergency telephone numbers are accurate.



Service Agreement

Smythe Elementary School

Lifetouch ID:7917
 Account Representative Email:dbeltran@lifetouch.com

School Year(s): 2020 - 2021
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

Smythe Elementary School
 1880 Smythe Ave
 San Ysidro, CA 92173

Main Phone: 619-428-4447
 Enrollment:650
 Grades:K-6

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Underclass Grads (ORIGINAL)	4/21/2021	4/21/2021	Prepay	8:15 AM	11:00 AM	95	1	TBD	Cafeteria - Stage
Fall Individuals (ORIGINAL)	8/26/2020	8/26/2020	PrePay	7:45 AM	2:00 PM	650	3	TBD	Cafeteria- 2 on Stage, 1- Library
Fall Individuals (RETAKE)	10/19/2020	10/19/2020	PrePay	7:45 AM	11:00 AM	65	1	TBD	Cafeteria - Stage
Spring Individuals (ORIGINAL)	2/9/2021	2/9/2021	Prepay	8:15 AM	2:00 PM	650	3	TBD	Cafeteria - 2 on Stage & 1 in Library

Account Services

- Yearbooks Yearbook Provider
- Parent Notify Enrollment Parent Notify Contact Sylvia Lugo
- Store Front Enrollment Store Front Contact
- Lifetouch Portal Access Lifetouch Portal Contact Carolina Jaime - District Office
- Other Services: Student IDS Staff IDS SmileSafe Cards
- Barcoded IDs Class Picture

Additional Notes:
 Services: Portal Access, Color Portrait Strips, SmileSafe Cards, Student (628X) & Staff Id's (Punched), Principal's Album, Yearbook Image Download

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Spring Individuals (ORIGINAL)	Other - Describe	Program: X1 Spring Photos \$1.00 per student photographed (excluding Add-ons and Enhancements). This check will be paid out by May 31st.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Sylvia Lugo	Secondary	Secretary	619-428-4447	sylvia.lugo@sysdschools.org
Russell Little	Primary	Principal	619-428-4447	russell.little@sysdschools.org
Carolina Jaime - District Office	Secondary	EDT Coordinator	619-428-4447	carolina.jaime@sysdschools.org
Sylvia Lugo	Secondary	Picture Day Coordinator	619-428-4447	sylvia.lugo@sysdschools.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Account / School Representative 2 (if necessary)
Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	



Service Agreement

La Mirada Elementary School

Lifetouch ID:7916
 Account Representative Email:dbeltran@lifetouch.com

School Year(s): 2020 - 2021
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

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

Main Phone: 619-428-4424
 Enrollment:351
 Grades:PK-6

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	8/26/2020	8/26/2020	PrePay	7:45 AM	2:00 PM	500	2	TBD	Cafeteria - Stage
Fall Individuals (RETAKE)	10/19/2020	10/19/2020	PrePay	7:45 AM	11:00 AM	50	1	TBD	Cafeteria - Stage
Underclass Grads (ORIGINAL)	4/14/2021	4/14/2021	Prepay	8:15 AM	11:00 AM	100	1	TBD	Cafeteria - Stage
Spring Individuals (ORIGINAL)	2/17/2021	2/17/2021	PrePay	8:15 AM	2:00 PM	450	2	TBD	Cafeteria - Stage

Account Services

- Yearbooks Yearbook Provider
- Parent Notify Enrollment Parent Notify Contact Jorge Cervantes
- Store Front Enrollment Store Front Contact
- Lifetouch Portal Access Lifetouch Portal Contact Carolina Jamie - District Office
- Other Services: Student IDS Staff IDS SmileSafe Cards
- Barcoded IDs Class Picture

Additional Notes:
 Services: Portal Access, Color Portrait Strips, SmileSafe Cards, Student (628X) & Staff Id's (Punched), Principal's Album, Yearbook Image Download.

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Spring Individuals (ORIGINAL)	Dollar per package	Program: X1 Spring Photos \$1.00 per student photographed (excluding Add-ons and Enhancements). This check will be paid out by May 31st.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Luis Ramos	Primary	Principal	619-428-4424	luis.ramos@sysdschools.org
Carolina Jamie - District	Secondary	EDT Coordinator	619-428-4476	carolina.jamie@sysdschools.org
Jorge Cervantes	Secondary	Picture Day Coordinator	619-428-4424	jorge.cervantes@sysdschools.org
Jorge Cervantes	Secondary	Administrative Secretary	619-428-4424	jorge.cervantes@sysdschools.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Account / School Representative 2 (if necessary)
Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	



Service Agreement

Sunset Elementary School

Lifetouch ID:7918
 Account Representative Email:dbeltran@lifetouch.com

School Year(s): 2020 - 2021
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

Sunset Elementary School
 3825 Sunset Lane
 San Ysidro, CA 92173

Main Phone: 619-428-1148
 Enrollment:850
 Grades:K-6

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Underclass Grads (ORIGINAL)	4/7/2021	4/7/2021	Prepay	8:15 AM	2:00 PM	120	1	TBD	Cafeteria - Stage
Fall Individuals (ORIGINAL)	8/6/2020	8/6/2020	PrePay	7:45 AM	2:00 PM	700	3	TBD	Cafeteria - Stage
Fall Individuals (RETAKE)	10/19/2020	10/19/2020	PrePay	7:45 AM	11:00 AM	70	1	TBD	Cafeteria - Stage
Spring Individuals (ORIGINAL)	2/11/2021	2/11/2021	Prepay	8:15 AM	2:00 PM	700	3	TBD	Cafeteria - Stage

Account Services

- Yearbooks Yearbook Provider _____
- Parent Notify Enrollment Parent Notify Contact _____
- Store Front Enrollment Store Front Contact _____
- Lifetouch Portal Access Lifetouch Portal Contact Carolina Jaime - District Office
- Other Services: Student IDS Staff IDS SmileSafe Cards
- Barcoded IDs Class Picture

Additional Notes:
 Services: Portal Access, Color Portrait Strips, SmileSafe Cards, Student (628X) & Staff Id's (Punched), Principal's Album, Yearbook Image Download

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Spring Individuals (ORIGINAL)	Other - Describe	Program: X1 Spring Photos \$1.00 per student photographed (excluding Add-ons and Enhancements). This check will be paid out by May 31st.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Efrain Burciaga	Primary	Principal	619-428-1148	efrain.burciaga@sysdschools.org
Carolina Jaime - District	Secondary	EDT Coordinator	619-428-4476	carolina.jaime@sysdschools.org
Silvia Mendoza	Primary	Picture Day Coordinator	619-428-1148	silvia.mendoza@sysdschools.org
Maria Elena Hernandez	Secondary	Administrative Secretary	619-428-1148	melena.hernandez@sysdschools.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Account / School Representative 2 (if necessary)
Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Spring Individuals (ORIGINAL)	Other - Describe	Program: X1 Spring Photos \$1.00 per student photographed (excluding Add-ons and Enhancements). This check will be paid out by May 31st.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Maria Gomez	Administrative Assistant	Picture Day Contact	619-428-2231	maria.gomez@sysdschools.org
Manuel Bojorguez	Primary	Principal	619-428-2231	manuel.bojorguez@sysdschools.org
Carolina Jaime - District Office	IT Director	EDT Coordinator	619-428-4476	carolina.jaime@sysdschools.org

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Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Spring Individuals (ORIGINAL)	Dollar per package	Program: X1 Spring Photos \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by May 31st.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Elizabeth Perez Escobar	Administrative Secretary	Picture Day Contact	619-661-0457	elizabeth.moreno@sysdschools.org
Consuelo Carranza	Primary	Principal	619-661-0457	consuelo.carranza@sysdschools.org
Carolina Jaime	IT Director	EDT Coordinator	619-428-4476	carolina.jaime@sysdschools.org

Agreement Terms

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Account / School Representative 1	Account / School Representative 2 (if necessary)
Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	



Service Agreement

Vista Del Mar Middle Sch

Lifetouch ID:423193
 Account Representative Email:dbeltran@lifetouch.com

School Year(s): 2020 - 2021
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

Vista Del Mar Middle Sch
 4885 Del Sol Blvd
 San Diego, CA 92154

Main Phone: 619-661-6753
 Enrollment:550
 Grades:7-8

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	8/26/2020	8/26/2020	PrePay	7:15 AM	2:00 PM	650	3	TBD	MPR
Fall Individuals (RETAKE)	10/14/2020	10/14/2020	PrePay	7:15 AM	2:00 PM	65	1	TBD	MPR
Underclass Grads (ORIGINAL)	4/21/2021	4/21/2021	PrePay	8:30 AM	2:00 PM	180	2	TBD	MPR
Panoramic Groups (ORIGINAL)	4/21/2021	4/21/2021	Prepay	8:00 AM	8:30 AM	180	TBD	1	Outside - Field on turff

Account Services

- Yearbooks Yearbook Provider Lifetouch
- Parent Notify Enrollment Parent Notify Contact Cristina d'Oleire
- Store Front Enrollment Store Front Contact _____
- Lifetouch Portal Access Lifetouch Portal Contact Cristina d'Oleire
- Other Services:

Student IDS	<input checked="" type="checkbox"/>	Staff IDS	<input checked="" type="checkbox"/>	SmileSafe Cards	<input checked="" type="checkbox"/>
Barcoded IDs	<input checked="" type="checkbox"/>			Class Picture	<input checked="" type="checkbox"/>

Additional Notes:
 Services: Portal Access, Color Portrait Strips, SmileSafe Cards, Student (2 -sets 628XB) & Staff Id's (Punched), Principal's 1-Pictorial Directory, Yearbook Image Download

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Services: Portal Access, Color Portrait Strips, SmileSafe cards, Student & Staff Id's, Principal's album, Yearbook CD

Contact Information

Contact Name	Title	Role	Phone	Email Address
District - Carolina Jaime		EDT Coordinator	619-661-6753	crisrina.doleire@sysdschools.org
Christina D'oleire	Secretary	Picture Day Contact	619-661-6753	crisrina.doleire@sysdschools.org
Nadia Aviles	Principal	Principal	619-661-6753	nadia.aviles@sysdschools.org
Mina Sandez	Advisor	Advisor	619-661-6753	guillermina.sandez@sysdschools.org
Cesar Mercado	Secondary	Advisor	619-661-6753	cesar.mercado@sysdschools.org

Agreement Terms

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Signature

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Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 28, 2020)</small>	



Service Agreement

San Ysidro Child Develop Cent

Lifetouch ID:130960
 Account Representative Email:dbeltran@lifetouch.com

School Year(s): 2020 - 2021
 Contract Length: 1 Years
 Contract Type: Renewal

Account Information

San Ysidro Child Develop Cent
 1880 Smythe Ave
 San Ysidro, CA 92173

Main Phone: 619-428-2352
 Enrollment:350
 Grades:PK-PK

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Prom/Dance
- Special Events
- Commencements
- Service
- Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	8/26/2020	8/27/2020	PrePay	8:30 AM	3:30 PM	300	3	TBD	SEE NOTES
Fall Individuals (RETAKE)	10/14/2020	10/14/2020	PrePay	8:30 AM	1:00 PM	30	2	TBD	2 LOCATIONS SEE NOTES

Account Services

- Yearbooks Yearbook Provider
 - Parent Notify Enrollment Parent Notify Contact Eugenia Teodoro
 - Store Front Enrollment Store Front Contact
 - Lifetouch Portal Access Lifetouch Portal Contact Eugenia Teodoro
- Other Services:
- Barcoded IDs Staff IDS SmileSafe Cards
 - Punched IDs Class Picture

Additional Notes:
 Services: Portal Access, Color Portrait Strips, SmileSafe Cards, Staff Id's (Punched), Principal's Album

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.
Fall Individuals (RETAKE)	Dollar per package	Program: X1 Elem \$1.00 commission per paid package (excluding Add-ons and Enhancements). This check will be paid out by December 15th.

Contact Information

Contact Name	Title	Role	Phone	Email Address
Carolina Jaime - District Office	Secondary	EDT Coordinator	619-428-4476	carolina.jaime@sysdschools.org
Eugenia Teodoro	Secretary	Picture Day Contact	619-428-2352	eugenia.teodoro@sysdschools.org
Lorena Varela-Reed	Director	Director	619-428-4476	lorena.varela-reed@sysdschools.org

Agreement Terms

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Signature

Account / School Representative 1	Account / School Representative 2 (if necessary)
Shutterfly Lifetouch, LLC. Representative	
 <small>Dorell Beltran (Apr 26, 2020)</small>	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH FCMAT FOR FISCAL HEALTH RISK ANALYSIS

BACKGROUND INFORMATION:

The Fiscal Crisis Management Assistance Team (FCMAT) was formed in 1992 by the State Legislature to respond to the growing trend of school districts experiencing fiscal distress. Since formation, their role has expanded to include completion of various types of operational studies designed to assist school districts in improving practices and procedures relating to business operations.

FCMAT has been assigned to study the fiscal health of the District due to the County Superintendent's agreement with the District's qualified certification of its 2019-20 second interim report. FCMAT will prepare an analysis using the 20 factors in FCMAT's Fiscal Health Risk Analysis and identify the District's specific risk rating for fiscal insolvency.

RECOMMENDATION:

Approve the agreement with Fiscal Crisis Management Assistance Team (FCMAT) to conduct a Fiscal Health Risk Analysis.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

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



**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
April 29, 2020**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the San Ysidro Elementary School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). In accordance with the 2018-19 Budget Act, the team has been assigned to study the fiscal health of the district due to the county superintendent's agreement with the district's qualified certification of its 2019-20 second interim report per Education Code 42131. The team may include staff from FCMAT, county offices of education, the California Department of Education, other school districts, or private contractors. All work shall be performed in accordance with the terms, standards and conditions of this agreement.

The county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

Prepare an analysis using the 20 factors in FCMAT's Fiscal Health Risk Analysis and identify the district's specific risk rating for fiscal insolvency.

B. Services and Products to be Provided

1. Orientation Meeting – If on-site review is needed, the team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review – The team will conduct an on-site review at the district office and at school sites if necessary.
3. Draft Report – Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
4. Final Report – Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.

3. **PROJECT PERSONNEL**

The FCMAT study team may include:

- | | |
|-------------------------|--------------------|
| <i>A. Diane Branham</i> | <i>FCMAT Staff</i> |
| <i>B. Julie Auvil</i> | <i>FCMAT Staff</i> |

4. **PROJECT COSTS**

Pursuant to the 2018-19 Budget Act, costs for the study shall be as follows:

- A. All staff member and consultant daily rates and expenses will be covered by a specific state apportionment for this purpose.
- B. **Based on the elements noted in section 2A, the total cost of the services is \$0.**

5. **RESPONSIBILITIES OF THE DISTRICT**

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following items:
 - 1. Current or proposed detailed organizational charts.
 - 2. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report. All such comments should be provided to the team within five working days after receipt of the draft.

Pursuant to Education Code (EC) 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. **PROJECT SCHEDULE**

The schedule of services will be determined jointly by FCMAT and the district.

7. **COMMENCEMENT AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. **INSURANCE**

During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with San Ysidro Elementary School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

10. **HOLD HARMLESS**

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Human Resources
Dr. David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH BRANDMAN UNIVERSITY FOR SUPERVISED
FIELDWORK

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Brandman University to participate in a supervised fieldwork program to increase the pool of fully qualified school psychologists and school counselors available to our District. Brandman University specializes in specific areas of need including school psychology and counseling. This is a 3-year agreement (August 1, 2020 to August 1, 2023) with no cost implications to the District.

RECOMMENDATION:

Approve the agreement with Brandman University for Supervised Fieldwork at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.19 Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2020-2021 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University San Diego Campus.

TEACHER EDUCATION	<input type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the San Ysidro School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

San Ysidro School District
 43500 Otay Mesa Rd.
 San Ysidro, CA 92173
 Attn:
 Phone: 619-428-4476

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 8/1/2020 and shall continue in full force and effect through 8/1/2023. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

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

AGENDA ITEM: PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS THROUGH PIGGYBACK AGREEMENT BETWEEN IRVINE UNIFIED SCHOOL DISTRICT AND CDW GOVERNMENT LLC (BID NO. 19/20-01 IT)

BACKGROUND INFORMATION:

Due to the impacts of the recent COVID-19 pandemic, students and staff are temporarily confined to their homes for an indefinite period of time. The District transitioned from classroom instruction to a Distance Learning Program; therefore, technology equipment will be necessary in order to communicate remotely with students and staff.

Pursuant to Public Contract Code 20118, the District would like to take advantage of the agreement already established between Irvine Unified School District and the provider CDW Government LLC (Bid No. 19/20-01 IT) "Piggyback" clause. This will be not only be cost effective, but time effective as well.

Additional Chromebooks will be purchased under this piggyback agreement and other items such as carts will be purchased at market rates. It is the District's intent to use bond funds for this order once the proceeds are released.

Bid documentation is available at <https://iusd.org/technology-equipment-and-peripherals>.

RECOMMENDATION:

Approve purchases of technology equipment and peripherals through the piggyback agreement between Irvine Unified School District and CDW Government LLC (Bid No. 19/20-01 IT) pursuant to Public Contract Code 20118. Chromebooks and carts being purchased are estimated at \$406,978.64 and will be paid for with the General fund and reimbursed by from Measure T Bond funds when proceeds are received.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$406,978.64
(Amount)

Measure T Bond Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

QUOTE CONFIRMATION



DEAR TODD LEWIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LGJ665	2/14/2020	LGJ665	12408780	\$1,451.48

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
JAR SYSTEMS 5150 CHARGING CART 30/40	1	5970711	\$1,347.08	\$1,347.08
Mfg. Part#: CDW505YSL2 Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$1,347.08
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$104.40
		GRAND TOTAL	\$1,451.48
		DELIVER TO Shipping Address: SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: DROP SHIP-COMMON CARRIER	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Jeff Polk	(866) 639-2816	jeffpol@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
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QUOTE CONFIRMATION



DEAR ARACELI FELIX,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKPZ353	5/8/2020	NEW HP 14 G5 A4 CHROME	12408780	\$344,565.00

IMPORTANT - PLEASE READ
Fees applied to item(s): 5540903

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Chromebook 14A G5 - 14" - A4 9120C - 4 GB RAM - 16 GB eMMC - US Mfg. Part#: 7CZ87UT#ABA UNSPSC: 43211503 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1300	5540903	\$220.00	\$286,000.00
Chrome Education Upgrade - license - 1 license Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1300	3577022	\$24.00	\$31,200.00
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 5540903	1300	654809	\$4.00	\$5,200.00

PURCHASER BILLING INFO	SUBTOTAL	\$317,200.00
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$5,200.00
	SALES TAX	\$22,165.00
	GRAND TOTAL	\$344,565.00
DELIVER TO	Please remit payments to:	
Shipping Address: SAN YSIDRO SCHOOL DISTRICT ARACELI FELIX 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: UPS Freight LTL, Dock to Dock	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Jeff Polk (866) 639-2816 jeffpol@cdwg.com	

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 14, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MICHAEL WATSON - VIDEO APPROACH FOR VIRTUAL PROMOTION SERVICE

Video Approach is an award-winning video production company based in San Diego, California. Established in 2005, they cater to business and nonprofit clients in Southern California.

Due to the world health pandemic and to maintain safety and health guidelines outlined by the county and state, the Executive Director in Educational Services is requesting approval to use the services of Video Approach for virtual graduations.

The services include fully edited promotions for 2 middle schools and 5 elementary schools including speeches. Each video will feature various speeches and the name of every promoting student read aloud, while their name and face are on screen. Video Approach will assist in uploading this video to social media and scheduling a time for its release.

RECOMENDATION:

Approve the service agreement with Michael Watson dba Video Approach for graduation videos of our two middle schools and five elementary schools at the total cost of \$19,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$19,500.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No