San Ysidro School District
Governing Board

AGENDA

Thursday
June 18, 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, June 18, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (678) 631-8311 and enter the access code 142855259#. 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, 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 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, 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 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.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:07 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.

Motion: Martinez Second: R. Lopez 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, May 14, at 3:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:13 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Ysidro School District v. Greater San Diego After School All Stars
Case No. 37-2020-00008671-CU-BC-CTL

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

5.3 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 6:04 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

1) The Board voted to give notice to one certificated administrator that he or she will be reassigned to an alternate administrative assignment for the 2020-21 school year. Motion was made by Board Member Pallasigue, seconded by Board Clerk Rudy Lopez with 5 votes in favor.

6. CALL TO ORDER Who: President Gurmilan Time: 6:05 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.

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

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 want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, May 14, 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.

Natalie La Rosa, SYEA President, Commented: 1) Shared concerns about the state budget being negatively impacted due to the coronavirus closures. 2) Asked the Board to prioritize students and keep the cuts as far away from the classrooms as possible. 3) Asked the Board and everyone to participate in CTA's campaign a call for action for education funding and E-Rate.

Pablo Sainz, Parent, Commented: 1) Asked the Board to consider Edgenuity an online academic platform that is available for elementary and middle schools. Having a full-blown online program will attract parents who don't feel comfortable sending their children back to campus.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Thanked Dr. Potter, the technology team, SYEA and CSEA for their combined effort in undertaking a role of this magnitude is amazing. 2) Thanked Dr. Potter for being with us another year. 3) Encouraged the community to email or call her anytime. She is here to listen. 4) Hopes we can roll out next school year in safety. 5) Thanked staff for everything they are doing putting our kids first.

Member I. Lopez, Commented: 1) These are hard times for all of us. 2) Our food distribution is tremendous. 3) Thanked Todd Lewis, his staff and maintenance for the fourth grade chromebook distribution. 4) We don't know how it's going to be in the new school year but we need to work together and listen to what staff says that is needed in the classroom. Other school district's are going through the same. 5) Zenaida Rosario's car parade was heartwarming. 6) Thanked Ms. De La Rosa for her comments. We need to let our representatives know that we need help. The future of this country is the education of our children. 7) Thanked everyone for everything they've done and thanked the Board.

Vice-President Martinez, Commented: 1) He is blessed to be a part of this school district seeing the amount of work and dedication from staff to make sure we finish the school year well. A year ago we would have never thought to be in this situation. 2) The food distributions and chromebooks distributions are a partnership with our team and community; Hearts & Hands and Casa Familiar working together to give people hope during this time. 3) Things will be difficult with the budget shortfall from the state. Proposed to create another task force on the state budget, possibly a budget task force and to include union representatives. Gave direction to Dr. Potter to reach out to unions and principals to make sure we are all on the same page and talk about this together. 4) Thanked Mr. Lewis and his team and everyone that organizes the Board meetings. 5) Thanked Dr. Potter for her leadership in leading us through this journey. 6) Thanked the Board for bringing hope to the community. He is honored to be part of this Board.

Clerk R. Lopez, Commented: 1) Wished Dr. Potter a happy anniversary. It's been a much more pleasant two years. 2) Thanked the community for being patient as we navigate the new online world. 3) Thanked all of the employees. Some duties have changed and continue to evolve. 4) Thanked everyone for being patient and working for the ultimate goal, our children and families.

President Gurmilan, Commented: 1) Thanked everyone in the district and parents for doing everything possible to continue moving forward with the education of our students. Let's finish this year as strong as possible. 2) Next year will be very challenging. We will continue improving our district even in the face of

adversity. 3) Wished Board Member Irene Lopez a happy birthday. 4) Thanked Zenaida Rosario for her service to the San Ysidro community and for touching lives. 5) Wished Dr. Potter a happy two year anniversary. He is grateful for all the work she does for our district. 6) The way we react to the challenges will determine how successful we are in the future. We are reacting in a remarkable way. 7) Let's continue moving forward to make sure this district will be the best district in the State of California.

Superintendent Potter, Commented: 1) Expressed her sincere gratitude to the Board for their leadership. 2) Today is her second anniversary in the district and she can't be prouder of the remarkable work the district has done. She is proud to be on the team. 3) Wished Board Member Irene Lopez a happy birthday. 4) This is teacher appreciation week and thanked the teachers for everything they do. 5) Next week is classified appreciation week. The classified staff have been heroes during the coronavirus pandemic. 6) Thanked the child nutrition staff and maintenance and operations. They combined as a team and serve twenty-four thousand meals a week to our children in the community. 7) We partnered with the San Diego Food Bank, Casa Familiar and Hearts & Hands and we've been doing multiple food banks for our community. 8) Thanked Natalie La Rosa in her call to action. We have a letter being signed to support the Heroes Act and we also met with Senator Hueso to do a call to action. We will continue those meetings at the state and federal level. 9) The reopening of schools task force began this week. 10) Online registration for the new school year went live this week. We have a parent technology hotline for help and Casa Familiar will also help with registration by appointment. 11) Students can keep their chromebooks over the summer if they register online and participate in the summer reading program. 12) We will have virtual promotions for sixth and eighth grades along with a variety of car parades for preschool, kindergarten, 6th and 8th grades.

11. CONFERENCE SESSION

Reports/Presentations

11.1 Technology Update - Director of Education Technology, Todd Lewis

11.2 Reopening Schools New Task Force Report - Superintendent Dr. Gina A. Potter, Chief Business Official - Marilyn Adrianzen, Executive Director of Curriculum, Instruction & Innovation - Manuela Colom and Executive Director of Human Resources - Dr. David Farkas

11.3 Third Interim Budget Report 2019-2020 - Chief Business Official, Marilyn Adrianzen

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of April 16, 2020.

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

12.2 ANNUAL RESOLUTIONS FOR FISCAL YEAR 2020-2021 (Adrianzen)

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

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

12.3 RESOLUTION NO. 19/20-0045 DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION (Adrianzen)

The Board approved 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.

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

12.4 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Farkas)
The Board approved the 'Declaration of Need' for Fully Qualified Educators, in specific areas which are difficult to fill for the 2020-2021 school year.

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

12.5 THIRD INTERIM FINANCIAL REPORT FOR FISCAL YEAR 2019-20 (Adrianzen)
The Board approved the 2019-20 Third Interim Financial Report. *Report is under separate cover.*

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

12.6 RESOLUTION NO. 19/20-0047 DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES (Adrianzen)
The Board adopted Resolution No. 19/20-0047 designation of applicant's agent to resolution for non-state agencies to apply for disaster relief and emergency federal financial assistance.

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

12.7 RESOLUTION NO. 19/20-0046 - GUN VIOLENCE PREVENTION (Mata)
The Board adopted Resolution No. 19/20-0046 - Gun Violence Prevention.

Motion: Gurmilan Second: Martinez Vote: 5 Ayes - 0 Noes

13. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

13A. PERSONNEL – CERTIFICATED

RETIREMENT (Farkas)
The Board approved the retirement for the following as recommended by staff:

13A.1 Classroom Teacher

13B. CURRICULUM & INSTRUCTION

13B.1 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
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

13C. BUSINESS

13C.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period April 5, 2020 through April 28, 2020.

13C.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of March 27, 2020 through April 27, 2020 for a total expenditure of $909,607.87.

13C.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $500.00 to help support and enrich our educational programs.

13C.4 AMENDMENT NO. 1 TO THE STAFF REHAB AGREEMENT FOR 2019-2020 SCHOOL YEAR (Colom/Farkas/Madera)
The Board approved 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.

13C.5 MEMORANDUM OF UNDERSTANDING WITH MAXIM HEALTHCARE SERVICES (Colom/Madera)
The Board approved 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.

13C.6 TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS (Colom)
The Board approved/ratified the Teachers Pay Teachers (TpT) School Access trial subscription to be used with the Distance Learning Plan at no cost to the District.

13C.7 LICENSE AGREEMENT WITH ILLUMINATE EDUCATION AS A DATA WAREHOUSE AND ASSESSMENT PLATFORM (Colom)
The Board approved 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.

13C.8 RENEWAL OF AGREEMENT WITH BLACKBOARD (Colom/Lewis)
The Board approved 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.

13C.9 AGREEMENT WITH SHUTTERFLY LIFETOUCH, LLC (Adrianzen)
The Board approved 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.

13C.10 AGREEMENT WITH FCMAT FOR FISCAL HEALTH RISK ANALYSIS (Adrianzen)
The Board approved the agreement with FCMAT to conduct a Fiscal Health Risk Analysis.

13C.11 AGREEMENT WITH BRANDMAN UNIVERSITY FOR SUPERVISED FIELDWORK (Farkas)
The Board approved the agreement with Brandman University for Supervised Fieldwork at no cost to the District.

13C.12 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)
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. Chromebooks and carts being purchased are estimated at $406,978.64 and will be paid for with the General fund and reimbursed by Measure T Bond funds when proceeds are received.

13C.13 AGREEMENT WITH MICHAEL WATSON - VIDEO APPROACH FOR VIRTUAL PROMOTION SERVICE (Colom)
The Board approved 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.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:50 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Ysidro School District v. Greater San Diego After School All Stars
Case No. 37-2020-00008671-CU-BC-CTL

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

5.3 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 8:27 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

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

14. ADJOURNMENT Time: 8:27 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 14, 2020
3:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public viewed this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public comments were submitted by email to publiccomment@sysdschools.org on or before Thursday, May 14, 2020 at 1:00 pm. To listen to this meeting in Spanish, please call 1 (260) 782-6126 and enter the access code 852010877. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 3:08 p.m.

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

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mr. Humberto Gurmilan, Board President
Mr. Antonio Martinez, Board Vice-President
Mr. Rudy Lopez, Board Clerk
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member - *Arrived at 3:30 p.m.*

3. FLAG SALUTE by Humberto Gurmilan, Board President

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

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

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
Persons who wish 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, May 14, at 1:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

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

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 3:14 p.m. in accordance with section 54954.5 regarding:

6.1 *Government Code Section 54957*
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

RECONVENED into OPEN SESSION at 5:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

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

7. ADJOURNMENT Time: 5:06 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: June 18, 2020

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

FROM:
Executive Director of Curriculum, Instruction & Innovation - Manuela Colom

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DANNIS WOLIVER KELLEY FOR PROFESSIONAL SERVICES 2020-2021

BACKGROUND INFORMATION:
The District desires to retain Dannis Woliver Kelley (DWK), a professional corporation to represent, advise, and counsel the District from July 1, 2020, through June 30, 2021, and continuing thereafter as approved. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

The cost implications are based on the hourly rates indicated below:

- Shareholders & of Counsel $265 - $360/hour
- Special Counsel $245 - $295/hour
- Associates $195 - $260/hour
- Paralegals & Law Clerks $130 - $180/hour
- Gregory J. Dannis - $400/hour
- Other fees and expenses may apply. (Refer to agreement for rates)

RECOMMENDATION:
Approve the agreement with Dannis Woliver Kelley for Professional Services for the 2020-2021 school year.

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	

Per Rates on the Agreement	General Fund
(Amount)	(Name of funding source and/or location)

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

DANNIS WOLIVER KELLEY
Attorneys at Law

JONATHAN A. PEARL
Attorney at Law
jpearl@DWKesq.com

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May 27, 2020

Gina A. Potter Ed.D.
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: 2020-21 Agreement for Professional Services

Dear Dr. Potter:

Thank you for the opportunity to serve and represent the San Ysidro School District. We have so much enjoyed working with your District, and look forward to providing legal advice and counsel in the coming year. We will continue to support you with our full range of expertise as you face new and exciting challenges in the coming school year.

Attached is our Agreement for Professional Services for 2020-21. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. While our ranges remain unchanged, the rates for some individuals who perform work on your matters may increase within the existing ranges.

We will continue to offer the District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our developing partnership. Please sign the attached Agreement, insert the date of Board approval, and **return to jkarr@DWKesq.com** via email. Thank you.

Sincerely,

DANNIS WOLIVER KELLEY

Jonathan A. Pearl

JP:jk
Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 27, 2020, by and between the San Ysidro School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred sixty dollars ($360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to two hundred ninety-five dollars ($295) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty dollars ($260) per hour for Associates; and one hundred thirty dollars ($130) to one hundred eighty dollars ($180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars ($400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

_____ _____

Gina A. Potter, Ed.D. Date
Superintendent

DANNIS WOLIVER KELLEY

_____ May 27, 2020

Jonathan A. Pearl Date
Attorney at Law

At its public meeting of _____, 2020, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

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

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0006 AND CONTRACT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE 2020-21 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

BACKGROUND INFORMATION:
Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract (CSPP-0476) with the California State Department of Education for the purpose of providing Preschool & Child Development programs for children three and four years of age during the fiscal year 2020-2021.

The funds from Contract No. CSPP-0476 in the amount of $1,415,291.00 will be used to fund preschool classes at various District sites during 2020-21 school year.

RECOMMENDATION:
Approve Resolution No. 20/21-0006 designating authorized representatives to sign contract documents and approve the California State Preschool Program (CSPP) Contract No. CSPP-0476 funding source for the Preschool & Child Development Programs, school year 2020-21.

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 #

REVENUE	
$1,415,291.00	CSPP /Child Development
(Amount)	(Name of funding source and/or location)

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

RESOLUTION NO. 20/21-0006

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

authorizes entering into local agreement number CSPP-0476 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED THIS 25th day of June 2020, by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, Rodolfo Lopez, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) June 25, 2020 (Date)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Ysidro Elementary School District	95-600-2821

By (Authorized Signature)

Printed Name and Title of Person Signing

Marilyn Adrianzen, Chief Business Official

Date Executed	Executed in the County of
June 25, 2020	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   San Ysidro Elementary School District
2. Federal ID Number:
   95-600-2821
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Marilyn Adrianzen, Chief Business Official
5. Date Executed:
   6/25/20
6. Executed in the County and State of:
   San Diego, California

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1880 Smythe Avenue, San Ysidro, CA 92173

3825 Sunset Lane, San Ysidro, CA 92173

4919 Del Sol, San Diego, CA 92154

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
San Ysidro Elementary School District	CSPP-0476

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Marilyn Adrianzen, Chief Business Official

SIGNATURE

DATE

June 25, 2020

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-0476
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 37-06837-00-0

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $50.70 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $1,415,291.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 27,915.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

STATE OF CALIFORNIA				CONTRACTOR
BY (AUTHORIZED SIGNATURE)				BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,				PRINTED NAME AND TITLE OF PERSON SIGNING: Marilyn Adrianzen, Chief Business Official
TITLE: Contract Manager				ADDRESS: 4350 Otay Mesa Road, San Ysidro, CA 92173
AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 1,415,291	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6837			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 1,415,291	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: **RESOLUTION NO. 19/20-0048 - RESOLUTION REAFFIRMING COMMITMENT TO FIGHT RACISM**

BACKGROUND INFORMATION:
Due to the recent racially charged incidents nationwide, the San Ysidro School District proposes the adoption of the attached resolution to reaffirm its commitments to fighting racism in all of its forms through a safe, equitable, and high-quality education for all students and an inclusive working environment for all employees.

RECOMMENDATION:
Adopt Resolution No. 19/20-0048 - Resolution Reaffirming Commitment to Fight Racism.

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 19/20-0048

RESOLUTION REAFFIRMING COMMITMENT TO FIGHT RACISM

WHEREAS, we have a moral obligation to provide a safe, equitable, and high-quality education for all students; and

WHEREAS, recent racially charged incidents have deeply hurt many of our students and others in our communities; and

WHEREAS, schools are the cornerstones of communities, and educators can play a powerful role in changing people's perceptions and processes; and

WHEREAS, the Governing Board of the San Ysidro School District and District continues to take an unwavering stand against racism in all forms; and

WHEREAS, we believe that we – individually and collectively – must create nurturing learning environments where every student has equitable access and opportunity, regardless of their skin color or ethnicity; and

WHEREAS, the Governing Board of the San Ysidro School District and District value the different cultures and ethnicities of our workforce and further our commitment to anti-racist leadership and inclusive working environments where each person is treated with respect and dignity; and

WHEREAS, one of the San Ysidro School District's stated goals is to "provide educational opportunities and supports to San Ysidro School District schools so that all students, including our historically underserved students, are successful"; and

WHEREAS, the Governing Board of the San Ysidro School District and District are committed to serving all of the students in the San Ysidro School District by providing resources and guidance to school districts to help educators and students combat racism.

THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District and Superintendent reaffirm their commitments to fighting racism in all of its forms through a safe, equitable, and high-quality education for all students and an inclusive working environment for all employees.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 18th day of June, 2020.

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0049 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO ESTABLISH TAX RATE FOR **MEASURE T** BONDS OF THE SAN YSIDRO SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

BACKGROUND INFORMATION:
On March 3, 2020, San Ysidro School District voters approved Measures U and T in the bond principal amounts of $55.5 million and $52.985 million respectively.

In order to undertake projects approved under the measures, the District intends, by resolution, to request that the Board of Supervisors of the County issue the first series of general obligation bonds in a not-to-exceed amount of $20 million for the Measure U authorization, and a not-to-exceed amount of $18.5 million for the Measure T authorization. In connection with the bonds, forms of the associated paying agent agreements, bond purchase agreements, escrow agreement and investment management agreements are also presented to the board. The resolutions authorize these agreements to be signed by the Superintendent, or her designee.

Measures U & T Tax Levy Resolutions

In addition, since the sale of the Measures U and T bonds are anticipated to occur in July 2020, after the end of the current fiscal year, the District intends, by resolution, to request that the Board of Supervisors of the County adopt a tax rate for fiscal year 2020-21 based on the estimated debt service schedules for the bonds contained in Exhibit A of each of the Measure U and Measure T tax levy resolutions.

RECOMMENDATION:
Approve Resolution No. 19/20-0049 (*The district's bond legal counsel will provide a brief overview.)*

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	

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

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

RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO ESTABLISH TAX RATE FOR MEASURE T BONDS OF THE SAN YSIDRO SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Education (the "Board") of the San Ysidro School District (the "District"), located in San Diego County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on March 3, 2020 ("Measure T");

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2020-21, and it is the responsibility of the Auditor-Controller of the County to calculate the tax rate for the Board of Supervisors' action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to issue the first series of the District's bonds in time to permit the Auditor-Controller of the County, or other appropriate County official, to calculate the tax rate necessary to pay debt service on such bonds in order that such tax rate may be reflected on 2020-21 property tax bills of taxpayers in the District;

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Education of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that the Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue one series of the District's bonds authorized by Measure T during Fiscal Year 2020-21 pursuant to applicable provisions of the Government Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2020-21, and believes that such bonds will be sold during Fiscal Year 2020-21.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent has caused the municipal advisor to the District to prepare an estimate of all payments of principal and interest which shall become due on the series of Measure T bonds of the District expected to be sold after the County's deadline for submitting the amount of the tax levy for Fiscal Year 2020-21. Such not to exceed semi-annual debt

service schedule is attached hereto as Exhibit A and is hereby approved. Each of the Superintendent and the Chief Business Official of the District are hereby authorized and directed to timely submit such debt service schedule to the Board of Supervisors and the Auditor-Controller of the County and to any other officers of the County responsible for preparing the tax levy for bonds of the District and for levying the tax. The District estimates that the sale of its Measure T bonds shall be in the amount of Seventeen Million Six Hundred Ten Thousand Dollars ($17,610,000), an amount within the District's authorized but unissued bonds for Measure T, and that such Measure T bonds shall be sold in August 2020.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for the Measure T bonds of the District expected to be sold during Fiscal Year 2020-21, based upon the estimated debt service schedule attached hereto as Exhibit A, and to levy a tax in Fiscal Year 2020-21 on all taxable property in the District sufficient to pay the estimated debt service for such bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4. Application of Tax Proceeds. In the event that the Measure T bonds of the District are not sold during Fiscal Year 2020-21, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the series of Measure T bonds expected to be sold, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the District's debt service fund and applied to debt service due in Fiscal Year 2021-22 on the Measure T bonds or on other outstanding bonds of the District as permitted by law coming due in Fiscal Year 2021-22.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Treasurer-Tax Collector of the County.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, the Superintendent and the Chief Business Official of the District, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 18th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Humberto Gurmilan
President of the Board of Education

Attest:

Rodolfo Lopez
Clerk of the Board of Education

EXHIBIT A

NOT TO EXCEED DEBT SERVICE SCHEDULE

San Ysidro School District Election of 2020 GO Bonds Series B (Measure T) (Federally Taxable) Estimated Debt Service Schedule			
Date	**Principal**	**Interest**	**Net Debt Service***
02/01/21	-	281,253.44	281,253.44
08/01/21	985,000.00	289,289.25	1,274,289.25
02/01/22	-	281,803.25	281,803.25
08/01/22	1,135,000.00	281,803.25	1,416,803.25
02/01/23	-	272,326.00	272,326.00
08/01/23	160,000.00	272,326.00	432,326.00
02/01/24	-	270,062.00	270,062.00
08/01/24	190,000.00	270,062.00	460,062.00
02/01/25	-	267,373.50	267,373.50
08/01/25	220,000.00	267,373.50	487,373.50
02/01/26	-	264,260.50	264,260.50
08/01/26	255,000.00	264,260.50	519,260.50
02/01/27	-	260,652.25	260,652.25
08/01/27	290,000.00	260,652.25	550,652.25
02/01/28	-	256,548.75	256,548.75
08/01/28	325,000.00	256,548.75	581,548.75
02/01/29	-	251,950.00	251,950.00
08/01/29	360,000.00	251,950.00	611,950.00
02/01/30	-	246,856.00	246,856.00
08/01/30	405,000.00	246,856.00	651,856.00
02/01/31	-	241,125.25	241,125.25
08/01/31	445,000.00	241,125.25	686,125.25
02/01/32	-	233,827.25	233,827.25
08/01/32	490,000.00	233,827.25	723,827.25
02/01/33	-	225,791.25	225,791.25
08/01/33	540,000.00	225,791.25	765,791.25
02/01/34	-	216,935.25	216,935.25
08/01/34	595,000.00	216,935.25	811,935.25
02/01/35	-	207,177.25	207,177.25
08/01/35	650,000.00	207,177.25	857,177.25
02/01/36	-	196,517.25	196,517.25
08/01/36	710,000.00	196,517.25	906,517.25
02/01/37	-	183,630.75	183,630.75
08/01/37	770,000.00	183,630.75	953,630.75
02/01/38	-	169,655.25	169,655.25
08/01/38	840,000.00	169,655.25	1,009,655.25
02/01/39	-	154,409.25	154,409.25
08/01/39	910,000.00	154,409.25	1,064,409.25
02/01/40	-	137,892.75	137,892.75
08/01/40	985,000.00	137,892.75	1,122,892.75
02/01/41	-	120,015.00	120,015.00
08/01/41	1,085,000.00	120,015.00	1,205,015.00
02/01/42	-	99,508.50	99,508.50
08/01/42	1,180,000.00	99,508.50	1,279,508.50
02/01/43	-	77,206.50	77,206.50
08/01/43	1,265,000.00	77,206.50	1,342,206.50
02/01/44	-	53,298.00	53,298.00
08/01/44	1,360,000.00	53,298.00	1,413,298.00
02/01/45	-	27,594.00	27,594.00
08/01/45	1,460,000.00	27,594.00	1,487,594.00
Total	**$17,610,000.00**	**$10,003,374.19**	**$27,613,374.19**

* Estimated Net Debt Service to be levied by San Diego County

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0050 REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO ESTABLISH TAX RATE FOR **MEASURE U** BONDS OF THE SAN YSIDRO SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

BACKGROUND INFORMATION:
On March 3, 2020, San Ysidro School District voters approved Measures U and T in the bond principal amounts of $55.5 million and $52.985 million respectively.

In order to undertake projects approved under the measures, the District intends, by resolution, to request that the Board of Supervisors of the County issue the first series of general obligation bonds in a not-to-exceed amount of $20 million for the Measure U authorization, and a not-to-exceed amount of $18.5 million for the Measure T authorization. In connection with the bonds, forms of the associated paying agent agreements, bond purchase agreements, escrow agreement and investment management agreements are also presented to the board. The resolutions authorize these agreements to be signed by the Superintendent, or her designee.

Measures U & T Tax Levy Resolutions

In addition, since the sale of the Measures U and T bonds are anticipated to occur in July 2020, after the end of the current fiscal year, the District intends, by resolution, to request that the Board of Supervisors of the County adopt a tax rate for fiscal year 2020-21 based on the estimated debt service schedules for the bonds contained in Exhibit A of each of the Measure U and Measure T tax levy resolutions.

RECOMMENDATION:
Approve Resolution No. 19/20-0050. (*The district's bond legal counsel will provide a brief overview.)*

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	

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

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

RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO ESTABLISH TAX RATE FOR MEASURE U BONDS OF THE SAN YSIDRO SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Education (the "Board") of the San Ysidro School District (the "District"), located in San Diego County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on March 3, 2020 ("Measure U");

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2020-21, and it is the responsibility of the Auditor-Controller of the County to calculate the tax rate for the Board of Supervisors' action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to issue the first series of the District's bonds in time to permit the Auditor-Controller of the County, or other appropriate County official, to calculate the tax rate necessary to pay debt service on such bonds in order that such tax rate may be reflected on 2020-21 property tax bills of taxpayers in the District;

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Education of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that the Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue one series of the District's bonds authorized by Measure U during Fiscal Year 2020-21 pursuant to applicable provisions of the Government Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2020-21, and believes that such bonds will be sold during Fiscal Year 2020-21.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent has caused the municipal advisor to the District to prepare an estimate of all payments of principal and interest which shall become due on the series of Measure U bonds of the District expected to be sold after the County's deadline for submitting the amount of the tax levy for Fiscal Year 2020-21. Such not to exceed semi-annual debt

service schedule is attached hereto as Exhibit A and is hereby approved. Each of the Superintendent and the Chief Business Official of the District are hereby authorized and directed to timely submit such debt service schedule to the Board of Supervisors and the Auditor-Controller of the County and to any other officers of the County responsible for preparing the tax levy for bonds of the District and for levying the tax. The District estimates that the sale of its Measure U bonds shall be in the amount of Twenty Million Dollars ($20,000,000), an amount within the District's authorized but unissued bonds for Measure U, and that such Measure U bonds shall be sold in August 2020.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for the Measure U bonds of the District expected to be sold during Fiscal Year 2020-21, based upon the estimated debt service schedule attached hereto as Exhibit A, and to levy a tax in Fiscal Year 2020-21 on all taxable property in the District sufficient to pay the estimated debt service for such bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4. Application of Tax Proceeds. In the event that the Measure U bonds of the District are not sold during Fiscal Year 2020-21, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the series of Measure U bonds expected to be sold, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the District's debt service fund and applied to debt service due in Fiscal Year 2021-22 on the Measure U bonds or other outstanding bonds of the District as permitted by law coming due in Fiscal Year 2021-22.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Treasurer-Tax Collector of the County.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, the Superintendent and the Chief Business Official of the District, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 18th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Humberto Gurmilan
President of the Board of Education

Attest:

Rodolfo Lopez
Clerk of the Board of Board of Education

EXHIBIT A

NOT TO EXCEED DEBT SERVICE SCHEDULE

San Ysidro School District Election of 2020 GO Bonds Series A (Measure U) (Tax-Exempt) Estimated Debt Service Schedule					
Date	**Principal**	**Interest**	**Total Debt Service**	**Debt Service Fund**	**Net Debt Service***
02/01/21	-	388,888.89	388,888.89	388,888.89	-
08/01/21	1,550,000.00	400,000.00	1,950,000.00	400,000.00	1,550,000.00
02/01/22	-	369,000.00	369,000.00	369,000.00	-
08/01/22	1,695,000.00	369,000.00	2,064,000.00	369,000.00	1,695,000.00
02/01/23	-	335,100.00	335,100.00	233,662.66	101,437.34
08/01/23	350,000.00	335,100.00	685,100.00	-	685,100.00
02/01/24	-	328,100.00	328,100.00	-	328,100.00
08/01/24	160,000.00	328,100.00	488,100.00	-	488,100.00
02/01/25	-	324,900.00	324,900.00	-	324,900.00
08/01/25	195,000.00	324,900.00	519,900.00	-	519,900.00
02/01/26	-	321,000.00	321,000.00	-	321,000.00
08/01/26	230,000.00	321,000.00	551,000.00	-	551,000.00
02/01/27	-	316,400.00	316,400.00	-	316,400.00
08/01/27	270,000.00	316,400.00	586,400.00	-	586,400.00
02/01/28	-	311,000.00	311,000.00	-	311,000.00
08/01/28	315,000.00	311,000.00	626,000.00	-	626,000.00
02/01/29	-	304,700.00	304,700.00	-	304,700.00
08/01/29	360,000.00	304,700.00	664,700.00	-	664,700.00
02/01/30	-	297,500.00	297,500.00	-	297,500.00
08/01/30	405,000.00	297,500.00	702,500.00	-	702,500.00
02/01/31	-	289,400.00	289,400.00	-	289,400.00
08/01/31	460,000.00	289,400.00	749,400.00	-	749,400.00
02/01/32	-	280,200.00	280,200.00	-	280,200.00
08/01/32	515,000.00	280,200.00	795,200.00	-	795,200.00
02/01/33	-	269,900.00	269,900.00	-	269,900.00
08/01/33	570,000.00	269,900.00	839,900.00	-	839,900.00
02/01/34	-	258,500.00	258,500.00	-	258,500.00
08/01/34	635,000.00	258,500.00	893,500.00	-	893,500.00
02/01/35	-	245,800.00	245,800.00	-	245,800.00
08/01/35	700,000.00	245,800.00	945,800.00	-	945,800.00
02/01/36	-	231,800.00	231,800.00	-	231,800.00
08/01/36	770,000.00	231,800.00	1,001,800.00	-	1,001,800.00
02/01/37	-	216,400.00	216,400.00	-	216,400.00
08/01/37	840,000.00	216,400.00	1,056,400.00	-	1,056,400.00
02/01/38	-	199,600.00	199,600.00	-	199,600.00
08/01/38	920,000.00	199,600.00	1,119,600.00	-	1,119,600.00
02/01/39	-	181,200.00	181,200.00	-	181,200.00
08/01/39	1,005,000.00	181,200.00	1,186,200.00	-	1,186,200.00
02/01/40	-	161,100.00	161,100.00	-	161,100.00
08/01/40	1,090,000.00	161,100.00	1,251,100.00	-	1,251,100.00
02/01/41	-	139,300.00	139,300.00	-	139,300.00
08/01/41	1,185,000.00	139,300.00	1,324,300.00	-	1,324,300.00
02/01/42	-	115,600.00	115,600.00	-	115,600.00
08/01/42	1,285,000.00	115,600.00	1,400,600.00	-	1,400,600.00
02/01/43	-	89,900.00	89,900.00	-	89,900.00
08/01/43	1,385,000.00	89,900.00	1,474,900.00	-	1,474,900.00
02/01/44	-	62,200.00	62,200.00	-	62,200.00
08/01/44	1,495,000.00	62,200.00	1,557,200.00	-	1,557,200.00
02/01/45	-	32,300.00	32,300.00	-	32,300.00
08/01/45	1,615,000.00	32,300.00	1,647,300.00	-	1,647,300.00
Total	**$20,000,000.00**	**$12,150,688.89**	**$32,150,688.89**	**$1,760,551.55**	**$30,390,137.34**

* Estimated Net Debt Service to be levied by San Diego County

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0051 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO SELL ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (**MEASURE T**) (FEDERALLY TAXABLE) OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

BACKGROUND INFORMATION:
On March 3, 2020, San Ysidro School District voters approved Measures U and T in the bond principal amounts of $55.5 million and $52.985 million respectively.

In order to undertake projects approved under the measures, the District intends, by resolution, to request that the Board of Supervisors of the County issue the first series of general obligation bonds in a not-to-exceed amount of $20 million for the Measure U authorization, and a not-to-exceed amount of $18.5 million for the Measure T authorization. In connection with the bonds, forms of the associated paying agent agreements, bond purchase agreements, escrow agreement and investment management agreements are also presented to the board. The resolutions authorize these agreements to be signed by the Superintendent, or her designee.

RECOMMENDATION:
Approve Resolution No. 19/20-0051. (*The district's bond legal counsel will provide a brief overview.)*

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

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

RESOLUTION NO. 19/20-0051

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO SELL ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (MEASURE T) (FEDERALLY TAXABLE) OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District (the "District"), San Diego County (the "County"), State of California, on March 3, 2020, at which the following proposition ("Measure T") was submitted to the qualified electors of the District:

> "To make student safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of $52,985,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average $3.2 million per year while bond are outstanding, with projected levies of less than $0.03 per $100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?"

WHEREAS, at such election Measure T received the affirmative vote of more than fifty-five percent (55%) of the qualified electors of the District voting on the proposition as certified by the Registrar of Voters of the County of San Diego in the official canvassing of votes; and

WHEREAS, at this time the Board of Education of the District has determined that it is necessary and desirable to authorize the issuance of and request the Board of Supervisors to issue the first series of general obligation bonds pursuant to the Measure T authorization in an aggregate principal amount not to exceed $18,500,000 to be designated as the "San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable)" (the "Bonds"); and

WHEREAS, Education Code Section 15140(a) provides that the Board of Supervisors of the County shall issue bonds on behalf of the District following adoption of a resolution of the Board of Education; and

WHEREAS, the Board of Education of the District desires to request the Board of Supervisors of the County to issue the Bonds on behalf of the District pursuant to Section 15140 *et seq.* of the Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Bond Law"); and

WHEREAS, there has been presented to this Board of Education at this meeting the form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into by and among the District, the County and Stifel, Nicolaus & Company, Inc. (the "Underwriter"); and

WHEREAS, there has been presented to this Board of Education at this meeting the form of an Escrow Agreement (the "Escrow Agreement") to be entered into by and between the District and U.S. Bank National Association, as escrow agent; and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by Dale Scott & Company, Inc., its Municipal Advisor with respect to the Bonds as set forth in Exhibit A hereto;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the San Ysidro School District, as follows:

Section 1. Each of the above recitals is true and correct.

Section 2. In order to raise money for the purposes described in Measure T and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, in accordance with the provisions of Education Code Section 15140, the Board of Education hereby petitions the Board of Supervisors of the County to issue the Bonds pursuant to the Bond Law in a principal amount not to exceed $18,500,000 and to order such Bonds sold at a negotiated sale to the Underwriter. Each maturity of the Bonds shall bear interest at a rate which does not exceed 6.00% per annum payable on the dates set forth in the Bond Purchase Agreement with principal maturing on the dates and in the amounts set forth in the Bond Purchase Agreement, not to exceed more than 30 years from the date of issuance of the Bonds.

The Bonds shall be issued as current interest bonds, as set forth in the Bond Purchase Agreement, subject to the provisions of a resolution of the Board of Supervisors of the County relating to the Bonds (the "County Resolution").

The Board of Supervisors of the County is hereby authorized to set the terms of the optional and mandatory redemption of the Bonds in the Bond Purchase Agreement and to provide in the County Resolution the method of giving notice of redemption to owners of the Bonds to be redeemed.

Section 3. The Board of Education does hereby authorize the appointment of an authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds by the Board of Supervisors of the County on behalf of the District.

Section 4. The District covenants to cause the County to take all actions necessary to levy an *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited into the Debt Service Fund established under the County Resolution to pay the principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Sections 5450 and 5451, amounts in the Debt Service Fund are hereby irrevocably pledged by the District to pay the principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured

by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Section 5. The Clerk of the Board of Education is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County and the Treasurer-Tax Collector of the County (the "Treasurer").

Section 6. The costs associated with the issuance of the Bonds, excluding municipal bond insurance, if any, and Underwriter's discount, is estimated to be 1.11% of the initial principal amount of the Bonds. Depending upon market conditions, the District may elect to purchase bond insurance to secure the payment of principal or maturity amount of and interest on the Bonds, or any portion thereof, and each Authorized Officer, acting alone, is hereby authorized to take any and all actions necessary to obtain such bond insurance should such Authorized Officer determine that insuring all or any portion of the Bonds is in the best interests of the District. It is estimated that the cost of municipal bond insurance would not exceed 1.60% of the initial principal amount of the Bonds.

Section 7. The District has previously retained Dale Scott & Company, Inc., to serve as Municipal Advisor in connection with the Bonds, and the District has previously retained Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel") to serve as bond counsel and disclosure counsel. The District hereby appoints the Underwriter to sell the Bonds on behalf of the District pursuant to the terms of the Bond Purchase Agreement.

Section 8. The Board of Education determines that all acts and conditions necessary to be performed by the Board of Education or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. The Board of Education hereby finds and determines that the provisions of Government Code Section 5852.1 have been satisfied with respect to the authorization of the Bonds.

Section 9. The District hereby covenants to spend all Bond proceeds in accordance with applicable law, including, but not limited to, Chapters 1 and 1.5 of Part 10, Division 1, Title 1 of the California Education Code of the State of California (commencing with Section 15100), as amended, and Article XIIIA of the California Constitution.

Section 10. Reserved.

Section 11. Reserved.

Section 12. The Bonds shall be sold to the Underwriter at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The form of the Bond Purchase Agreement presented at this meeting is hereby approved. Each Authorized Officer, acting alone, is hereby authorized and directed for and in the name of the District to execute the Bond Purchase Agreement in substantially the form hereby

approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to the District or County Counsel and approved by the Authorized Officer executing such agreement; provided, however, that the Bond Purchase Agreement shall be executed only if the aggregate principal amount of the Bonds is equal to or less than $18,500,000 and the discount paid to the Underwriter (exclusive of original issue discount on the Bonds and reimbursable expenses to be paid to the Underwriter under the terms of the Bond Purchase Agreement) does not exceed 0.60% of the principal amount of the Bonds. Each of the Authorized Officers, acting alone, is hereby authorized and directed for and in the name of the District to solicit bids for municipal bond insurance for the Bonds and to purchase such insurance if such Authorized Officer, on the basis of information provided by the Municipal Advisor and the Underwriter, determines that acquiring such insurance to secure the repayment of some or all of the Bonds will be beneficial to the District in the marketing of the Bonds.

Section 13. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the District's Municipal Advisor and are set forth in Exhibit A hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. This Board of Education finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

Section 14. The form of the Escrow Agreement to refund the District's 2017 Certificates of Participation, by and between the District and U.S. Bank National Association, as escrow agent, on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver the Escrow Agreement, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

Section 15. Members of the Board of Education, the Authorized Officers and other District employees are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution, including entering into a Paying Agent Agreement and an Investment Management Agreement with the County. Such actions heretofore taken by such officers, officials and employees are hereby ratified, confirmed and approved.

Section 16. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of June, 2020.

Humberto Gurmilan
President of the Board of Education of the
San Ysidro School District

ATTEST:

Rodolfo Lopez
Clerk of the Board of Education of the
San Ysidro School District

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Education of the San Ysidro School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on June 18, 2020, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

_____

Rodolfo Lopez
Clerk of the Board of Education of the
San Ysidro School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $17,610,000 (the "Estimated Principal Amount"), together with original issue premium of $0. Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.68%.

- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is $413,482, of which $325,432 is for costs of issuance to be paid from Bond proceeds and $88,050 is Underwriter's discount.

- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds, which amount is estimated to be $413,382, and any reserves or capitalized interest to be paid or funded with proceeds of the Bonds, which amount is $0, is $17,196,518.

- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $27,613,374 ($0 of which will be paid for from capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different

from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES B (MEASURE T) (FEDERALLY TAXABLE)
(San Diego County, California)

BOND PURCHASE AGREEMENT

[DATE], 2020

Treasurer-Tax Collector
County of San Diego
1600 Pacific Highway, Room 152
San Diego, California 92101

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the County of San Diego, California (the "County") and the San Ysidro School District (the "District") which, upon the acceptance hereof, will be binding upon the County, the District and the Underwriter. By execution of this Purchase Agreement, the County and the District acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding on the County and the District, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California Time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the County for reoffering to the public and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable) (San Diego County, California) (the "Bonds").

(b) The Bonds shall bear interest at the rates and shall mature on the dates and in the years shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds shall bear interest from the date thereof and such interest shall be payable on each February 1 and August 1, commencing February 1, 2021.

(c) The Underwriter shall purchase the Bonds at a price of $[PURCHASE PRICE] (the "Purchase Price") (which is equal to the principal amount of the Bonds of $[PAR AMOUNT], plus [net] original issue premium of $[PREMIUM], [and] less Underwriter's discount of $[DISCOUNT][and less costs of issuance to be paid by the Underwriter as provided in Section 13 hereof in the amount of $[COI]). From the Purchase Price, the Underwriter shall withhold and hereby agrees to wire on the Closing Date (as defined below), in immediately available funds to U.S. Bank, National Association, as costs administrator (the "Costs Administrator"), the amount of $[COI] to pay a portion of the costs of issuance of the Bonds as provided in Section 13 hereof. The remaining amount of the Purchase Price ($_____), shall be paid, in immediately available funds, by wire transfer to or upon the order of the County on behalf of the District on the Closing Date.

(d) The County and the District acknowledge and agree that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between (i) the County and the District and (ii) the Underwriter, and that the Underwriter has financial and other interests that differ from those of the District and the County; (b) the Underwriter is acting solely as an underwriter and principal in connection with the matters contemplated by and all communications under this Purchase Agreement, and is not acting as the agent or fiduciary or Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of the County or the District and their advisors in connection with the matters contemplated by this Purchase Agreement (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District or the County on other matters); (c) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission ("SEC") or the rules of the Municipal Securities Rulemaking Board ("MSRB"); and (d) in connection with the purchase and sale of the Bonds, the County and the District have consulted their own legal, financial and other advisors to the extent they have deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding MSRB Rule G-17 Disclosures, and that it has provided to the Underwriter an acknowledgement of such letter.

Section 2. **The Bonds.** (a) The Bonds shall be dated their date of delivery and shall mature in the years and be subject to redemption all as shown on Appendix A hereto. The Bonds shall be issued and secured pursuant to the provisions of Article XIIIA of the Constitution of the State of California, California Government Code Section 53506 *et seq.*, including Section 53508.7 thereof, and California Education Code (the "Education Code") Sections 15140 *et seq.* (collectively, the "Bond Law") and pursuant to, and shall otherwise be as described in, resolutions of the Board of Education of the District (the "Board of Education") adopted on [DATE], 2020 (the "District Resolution"), and of the Board of Supervisors of the County (the "Board of Supervisors") adopted [DATE], 2020 (the "County Resolution" and, collectively with the District Resolution, the "Resolutions"), which provide for the terms of the Bonds and designate the Treasurer-Tax Collector of the County of San Diego, as initial paying agent therefor (the "Paying Agent"), and this Purchase Agreement. The Bonds were authorized under and pursuant to a bond authorization approved by more than fifty-five percent (55%) of the voters of the District voting at an election held on March 3, 2020 (the "Measure T Election") approving an amount not more

than $55,500,000 of general obligation bonds of the District to be used to finance specific construction, repair and improvement projects. Capitalized terms used herein and not defined herein shall have the meanings set forth in the County Resolution.

[The payment of principal of and interest (but not any redemption premium) on the Bonds as specified in Appendix A hereto will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by [BOND INSURER] (the "Insurer").]

(b) In order to assist the Underwriter with compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Exchange Act (the "Rule"), the District will enter into the Continuing Disclosure Certificate, dated the Closing Date (as defined herein) (the "Continuing Disclosure Certificate").

(c) The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolutions. The Bonds shall be in definitive form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC").

Section 3. **Use of Documents.** The District and the County hereby authorize the Underwriter to use, in connection with the offering and sale of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, a Preliminary Official Statement and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

Section 4. **[RESERVED].**

Section 5. **Review of Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [POS DATE], 2020 (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"). The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). By the execution of this Purchase Agreement, the County and the District ratify the use by the Underwriter of the Preliminary Official Statement.

(b) The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt

means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system.

References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

Section 6. Closing. At 9:00 a.m., California Time, on [CLOSING DATE], 2020, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the "Closing" or "Closing Date"), the District will direct the Paying Agent to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, together with the other documents hereinafter mentioned. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the Treasurer-Tax Collector of the County, following the direction of the District, shall reasonably agree upon) to the account of the District.

Section 7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the Bond Law;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the District Resolution, to issue and to deliver the Bonds, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the District Resolution, the County Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement constitutes, and, when executed and delivered, the Continuing Disclosure Certificate, will constitute, a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the

other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however,* that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Continuing Disclosure Certificate, the District Resolution and the Bonds and the compliance with the provisions hereof and thereof and of the County Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(e) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Resolutions or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, or this Purchase Agreement; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) in which a final adverse decision could (A) result in any material adverse impact on the financial condition of the District, (B) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate or the Resolutions, (C) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (D) adversely affect the exemption of the interest paid on the Bonds from California personal income taxation;

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(g) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the District Resolution and the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. Except as disclosed in the Preliminary Official Statement and the Official Statement, the District has not failed to comply in all material respects with any previous undertakings with regard to said Rule during the last five years to provide annual reports or notices of enumerated events. A form of this undertaking is set forth as an appendix to the Preliminary Official Statement and will also be set forth as an appendix to the Official Statement;

(h) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(i) Preparation and distribution of the Official Statement pertaining to the Bonds have been duly authorized by the District, and the information contained therein (excluding the statements and information in APPENDIX E – "BOOK-ENTRY ONLY SYSTEM," [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the Official Statement) is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information in APPENDIX E – "BOOK-ENTRY ONLY SYSTEM" [and any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the final Official Statement;

(j) The District agrees that if at any time before the Closing Date, any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter;

(k) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, neither the District nor any entity or person on behalf of the District, will have issued in the name of and on behalf of the District any bonds, notes or other obligations for

borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(l) The District agrees to take all steps required by law and by the County to ensure that the Board of Supervisors of the County annually levies a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same become due; and

(m) The audited financial statements of the District for the fiscal year ended June 30, 2019, were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement.

Section 8. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County has the power under the laws of the State to issue the Bonds in the name and on behalf of the District pursuant to the Bond Law;

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter in the name and on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions applicable to the County contemplated by this Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations represented by the Bonds, the County Resolution and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing and the County Resolution shall not have been modified, amended, rescinded or revoked and is in full force and effect on the date hereof and on the date of the Closing; (iv) this Purchase Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) To the best knowledge of the County, no authorization, approval, consent or other order of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the County of this Purchase Agreement or the consummation by the County of the other transactions contemplated by such agreement (provided that no representation or warranty need be given as to any action required of the District or under state securities or blue sky laws in connection with the purchase or distribution of the Bonds by the Underwriter);

(d) To the best knowledge of the County, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any California governmental agency is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, *except* for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(e) To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof applicable to the County do not conflict with or constitute on the part of the County a material violation of, or material default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution to which the County is bound and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(f) The County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under this Purchase Agreement;

(g) As of the time of acceptance hereof, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County or threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or directly contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Purchase Agreement; or (iii) in which a final adverse decision would declare this Purchase Agreement to be invalid or unenforceable in whole or in material part;

(h) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement; and

(i) Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

Section 9. **Covenants of the County and the District.** The County and the District respectively covenant and agree with the Underwriter that:

(a) The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, *provided, however*, that the District and the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds; and

(c) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the County, the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the County delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the

Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

Section 10. Division of Responsibility Between District and County. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Purchase Agreement which are to be performed solely by the District.

Section 11. Conditions to Closing. (a) The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(1) The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by each of them, respectively, in this Purchase Agreement;

(2) At the time of the Closing, (i) the Official Statement, the Continuing Disclosure Certificate, this Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their respective obligations required under or specified in the District Resolution, the County Resolution, the Continuing Disclosure Certificate, or the Official Statement to be performed at or prior to the Closing;

(3) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, is pending (in which service of process has been completed against the County or the District) or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds or this Purchase Agreement, or (C) in any way contesting the existence or powers of the County or the District, or contesting in any way the completeness or accuracy of the Official Statement;

(4) Between the date hereof and the Closing, the investment quality, the marketability or the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the sole and reasonable judgment of the Underwriter, by reason of any of the following:

(i) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(iv) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or a change to the net capital requirements of, the Underwriter;

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vii) the withdrawal or downgrading of any rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency or the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(viii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(ix) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(5) At or prior to the date of the Closing, the Underwriter shall have received the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) An approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), as to the validity of the Bonds, dated the date of the Closing, addressed to the District, in substantially the forms set forth in the Preliminary Official Statement and Official Statement as Appendix A-2;

(ii) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in subsection (5)(i) above.

(iii) A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "LEGAL MATTERS – Continuing Disclosure – Current Undertaking" and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices ___, ___, or ___ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - Underwriting"; and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "MISCELLANEOUS - Ratings";

(B) the Continuing Disclosure Certificate and this Purchase Agreement have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from

qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) A letter from Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the District, the County, the District's financial advisor, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (provided that such counsel need not express any opinion with respect to (i) any information contained in Appendices ___, ___, or ___ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - Underwriting"; and (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "MISCELLANEOUS - Ratings");

(v) A certificate, signed by an appropriate official of the District, to the effect that (i) such official is authorized to execute this Purchase Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution, the County Resolution, the Continuing Disclosure Certificate and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) to the best of such official's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District, (v) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (vi) each of the conditions listed in Section 11 of this Purchase Agreement has been satisfied on the date hereof and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied on the date hereof, and (vii) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Purchase Agreement;

(vi) The Continuing Disclosure Certificate substantially in the form appended to the Official Statement, signed by an appropriate official of the District;

(vii) A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute and to approve this Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all the terms of the County Resolution and this Purchase Agreement to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the information contained in the Official Statement in "APPENDIX F – SAN DIEGO COUNTY TREASURER'S STATEMENT OF INVESTMENT POLICY" and "APPENDIX G – COUNTY INVESTMENT POOL MONTHLY REPORT" and on such basis certifies that the information contained in the Official Statement in "APPENDIX F – SAN DIEGO COUNTY TREASURER'S STATEMENT OF INVESTMENT POLICY" and "APPENDIX G – COUNTY INVESTMENT POOL MONTHLY REPORT" does not contain any untrue statement of a material fact concerning the County required to be stated therein or omit to state a material fact necessary to make the statements concerning the County therein, in the light of the circumstances in which they were made, not misleading; and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Purchase Agreement;

(viii) Evidence satisfactory to the Underwriter that the ratings described in the Official Statement are in full force and effect as of the Closing Date;

(ix) The opinion of County Counsel for the County of San Diego, as counsel to the County, addressed to the Underwriter and the Insurer, dated the Closing Date and in a form reasonably satisfactory to the Underwriter;

(x) A certificate, together with fully executed copies of the District Resolution, of the Clerk of the Board of Education to the effect that:

(A) such copies are true and correct copies of the District Resolution; and

(B) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(xi) A certificate, together with fully executed copies of the County Resolution, of the Clerk of the Board of Supervisors to the effect that:

(A) such copies are true correct copies of the County Resolution; and

(B) the County Resolution was duly adopted;

(xii) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xiii) [A policy of municipal bond insurance with respect to the Bonds that are insured by the Insurer;

(xiv) A certificate of the Insurer in form and substance satisfactory to Bond Counsel, County Counsel and counsel to the Underwriter;

(xv) An opinion of counsel to the Insurer addressed to the District, the County and the Underwriter in form and substance satisfactory to Bond Counsel, County Counsel and counsel to the Underwriter;]

(xvi) An executed copy of the Costs of Issuance Agreement by and between the District and the Costs Administrator;

(xvii) An opinion of Kutak Rock LLP, addressed to the Underwriter, in form and substance acceptable to the Underwriter; and

(xviii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County, the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(b) If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of

any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

Section 12. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District and other than items to be executed by the Underwriter or their counsel.

Section 13. Expenses. (a) [On the Closing Date, the Underwriter shall pay $_____ in immediately available funds to the Insurer, representing the premium and fees for the Policy.] The District shall to the extent permitted by applicable law pay all expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds, as a portion of the Purchase Price of the Bonds, as provided in Section 1 hereof by wire transfer to the Costs Administrator, to be used to pay costs of issuance of the Bonds, including, but not limited to the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel, and any other consultants to the District, including the District's Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fee for the Bond rating(s), including all necessary expenses for travel relating to such ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (v) the initial fees of the Paying Agent and related fees and expenses; and (vi) all other fees and expenses incident to the issuance and sale of the Bonds.

(b) All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP Bureau registration fees, fee of Underwriter's Counsel, expenses for travel (except in connection with securing a rating on the sale of the Bonds) and other expenses incurred by the Underwriter (except as provided above) shall be paid by the Underwriter.

(c) Notwithstanding Section 13(b) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 13(a)(iii) above that are attributable to District personnel.

Section 14. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its Board, officers, officials, agents and employees ("Indemnified Parties") against any and all liabilities, losses, costs and expenses (including attorney's fees and costs), damages and claims to which such Indemnified Parties may become subject in the exercise and performance of its powers and duties hereunder (excluding such powers and duties otherwise imposed on the Indemnified Parties by law) which are not due to the Indemnified Parties' negligence or bad faith.

Section 15. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the County of San Diego, Office

of the Treasurer-Tax Collector, 1600 Pacific Highway, Room 152, San Diego, California 92101, Attention: Treasurer-Tax Collector, if to the District, to the San Ysidro School District at 4350 Otay Mesa Road, San Ysidro, California 92173, Attention: Superintendent, or if to the Underwriter, in care of the Underwriter, Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104; Attention: Bruce Kerns, Managing Director.

Section 16. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

Section 18. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Section 19. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF SAN DIEGO

By:_____
Treasurer-Tax Collector

SAN YSIDRO SCHOOL DISTRICT

By:_____
Superintendent

Date: _____, 2020
Time: _____ a.m./p.m. California Time

APPENDIX A

MATURITY SCHEDULE

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES B (MEASURE T) (FEDERALLY TAXABLE)
(San Diego County, California)

$_____ Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price

$____ _____% Term Bonds due August 1, 20__ – Yield ___% - Price ___

$____ _____% Term Bonds due August 1, 20__ – Yield ___% - Price ___

TERMS OF REDEMPTION

Optional Redemption. The Bonds maturing on or before August 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The $_____ term Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

† Maturity.

The principal amount of the $_____ term Bonds maturing on August 1, 20__, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000, by any portion of such term Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

The $_____ term Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

† Maturity.

The principal amount of the $_____ term Bonds maturing on August 1, 20__, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000, by any portion of such term Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

PAYING AGENT AGREEMENT

THIS PAYING AGENT AGREEMENT (the "Agreement"), is entered into as of August 1, 2020, between *the San Ysidro School District* (the "District"), *and the County of San Diego acting through the Office of the Treasurer–Tax Collector, San Diego County, California* (the "County"), as Paying Agent and Registrar.

RECITALS

WHEREAS the District has duly authorized and provided for the issuance of its bonds, entitled the "San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable)" (the "Bonds") in an aggregate principal amount of $_____. The Bonds will be issued as fully registered bonds without coupons;

WHEREAS the District will ensure that all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms and the requirements of State of California ("State") law, will be done upon the issuance, sale and delivery thereof;

WHEREAS the District and the County wish to provide the terms under which the County will act as Paying Agent to pay the principal, redemption premium (if any), and interest on the Bonds, in accordance with the terms thereof, and under which the County will act as Registrar for the Bonds;

WHEREAS the County has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds;

WHEREAS the District and the County have each authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bond" or "Bonds" means any one or all of the $_____ in aggregate principal amount of bonds entitled "San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable)."

"Bond Register" means the book or books of registration kept by the County in which are maintained the names and addresses of, and principal amounts registered to, each Registered Owner.

"Bond Resolution" means the Resolution of the District pursuant to which the Bonds are authorized to be issued.

"County" means the Office of the Treasurer–Tax Collector, County of San Diego, California.

"District" means San Ysidro School District.

"District Request" means a written request signed in the name of the District and delivered to the County.

"DTC" or "Depository" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds.

"Fiscal Year" means the fiscal year of the District ending on June 30 of each year.

"Investment Management Agreement" means that certain Investment Management Agreement entered into by and between the District and the County.

"Paying Agent" means the County when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the County when it is performing the function of registrar, authentication agent and/or transfer agent for the Bonds.

ARTICLE TWO

APPOINTMENT OF COUNTY AS PAYING AGENT AND REGISTRAR

Section 2.01. Appointment and Acceptance.

The District hereby appoints the County to act as Paying Agent with respect to the Bonds, to pay, or to provide for payment, to the Registered Owners in accordance with the terms and provisions of this Agreement, the Bond Resolution, and the Bonds, the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the County as Registrar with respect to the Bonds. As Registrar, the County shall keep and maintain for and on behalf of the District books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The County hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 2.02. Compensation.

As compensation for the County's services as Paying Agent and Registrar, the District hereby agrees to pay the County the fees and amounts set forth in Exhibit A.

In addition, the District agrees to reimburse the County, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys made or incurred by the County in connection with entering into and performing under this Agreement, and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the County, provided that sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, redemption premium (if any), and interest on each Bond in accordance with the provisions of the Bond Resolution and the Bonds.

As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notices only to DTC as the Registered Owner and not to the owners of beneficial ownership interests in the Bonds.

Section 3.02. Payment Dates.

The District hereby instructs the County to pay the principal of, redemption premium (if any), and interest on the Bonds on the dates specified in the Bonds.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially authenticated, registered and delivered through DTC's book-entry system to or upon the order of the purchaser designated by the District as one Bond for each

maturity. If the Bonds are not to be issued through DTC's book entry system and if such purchaser delivers a written request to the County not later than five business days prior to the date of initial delivery, the County will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The County shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature of which has been guaranteed by an eligible guarantor institution, in a form acceptable to the County, duly executed by the Registered Owner thereof or his or her attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Any Bond may be exchanged for Bonds of the same series of like tenor, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent.

Section 4.03. Unauthenticated Bonds.

If the Bonds are not DTC book-entry bonds, the District shall provide to the County on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The County agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The County as Registrar will maintain its records as Bond Registrar in accordance with the County's general practices and procedures in effect from time to time. The County as Paying Agent will keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which upon reasonable notice shall be open to inspection by the District.

Section 4.05. Reports.

The District may request the information in the Bond Register at any time the County is customarily open for business, provided that reasonable time is allowed for the County to provide an up-to-date listing and to convert the information into written form.

The County will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the County will notify the District.

Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the County, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the County and, if not already cancelled, shall be promptly cancelled by the County. The District may at any time deliver to the County for cancellation any Bonds previously

authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the County. All cancelled Bonds shall be held by the County for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

ARTICLE FIVE

THE COUNTY

Section 5.01. Duties of County.

The County undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the County. The County hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any), and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the County to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

The County may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the County by the District.

No provision of this Agreement shall require the County to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The County may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The County need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

The County has no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership or interest on the Bonds.

The County may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

The County may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 5.03. Recitals of District.

The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the County assumes no responsibility for their correctness.

Section 5.04. May Own Bonds.

The County, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 5.05. Money Held by County.

Money held by the County hereunder need not be segregated from other funds. Money held hereunder will be deposited in the District's Measure T Debt Service Fund and invested in the County Treasurer's Pooled Investment Fund and invested by the County Treasurer pursuant to its duties as Treasurer and pursuant to the Investment Management Agreement, incorporated herein, prior to the principal and interest payment dates of the Bonds and the District is entitled to receive interest earnings on such funds.

Any money deposited with or otherwise held by the County for the payment of the principal of, redemption premium (if any), or interest on any Bond and remaining unclaimed for one year after such deposit will be paid by the County to the District, and the District and the County agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the County with respect to such moneys shall thereupon cease.

Section 5.06. Other Transactions.

The County may engage in or be interested in any financial or other transaction with the District.

Section 5.07. Interpleader.

The District and the County agree that the County may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the County further agree that the County has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.08. Indemnification.

The District shall indemnify the County, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the County's acceptance or administration of the County's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the County's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this

Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the County shall be mailed or delivered to the District or the County, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the District and the County shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the terms of the Bonds set forth in the Bonds and the Bond Resolution constitute the entire agreement between the parties hereto relative to the County acting as Paying Agent and Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and until the final payment of principal of and interest on the Bonds or until the County resigns; whichever occurs first. The County may resign at any time and be discharged of its duties and obligations by giving written notice thereof to the District. If the County resigns, prior to the effective date of the resignation, the County shall appoint a successor Paying Agent and Registrar that satisfies the requirements of the Bond Resolution. A successor Paying Agent shall be appointed by the County Treasurer. In the event of resignation of the County as Paying Agent and Registrar, upon receipt of moneys representing the principal and interest on the Bonds, the successor Paying Agent shall be responsible for the actual payment to the Bondholders and cancellation of any Bonds or coupons. The provisions of Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 6.12. Documents to be Filed with County.

At the time of the County's appointment as Paying Agent and Registrar, the District shall file with the County the following documents: (a) certified copies of the Bond Resolution and specimen Bonds; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; (c) a District Request containing written instructions to the County with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds; (d) a Closing Memorandum Addendum, to be reviewed by Bond Counsel, providing instructions to the County for the deposit of all Bond proceeds; and (e) within 90 days of the date hereof, a transcript of proceedings prepared for the Bonds.

IN WITNESS WHEREOF, the District has caused this Paying Agent Agreement to be signed in its name by its representative thereunto duly authorized, and the County has caused this Paying Agent Agreement to be signed in its name by its officer thereunto duly authorized, all as of the day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

By _____
Authorized Representative

COUNTY OF SAN DIEGO, OFFICE OF THE TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, CALIFORNIA, as Paying Agent

By _____
Treasurer-Tax Collector or Designee

APPROVED AS TO FORM:

By _____
Chief Deputy County Counsel

EXHIBIT A PAYING AGENT FEE SCHEDULE

Service Type	Fee	Frequency
Fee for each Bond series	$1,500	At closing and annually
Fee for each additional subseries	$500	At closing and annually

Note: The District is responsible for any extraordinary costs associated with paying agent activities as provided in Section 2.02. The District will be notified of any extraordinary costs.

INVESTMENT MANAGEMENT AGREEMENT
PROVIDING FOR INVESTMENT OF BOND PROCEEDS
IN THE SAN DIEGO COUNTY TREASURER'S POOLED INVESTMENT FUND

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") IS ENTERED INTO AS OF AUGUST 1, 2020, BY AND BETWEEN THE SAN YSIDRO SCHOOL DISTRICT (the "District") AND THE SAN DIEGO COUNTY TREASURER-TAX COLLECTOR (the "Treasurer," and, with the District, the "Parties").

RECITALS

A. District is a local public district within the County of San Diego that is authorized by law to deposit funds to be managed and invested by the Treasurer.

B. The District is authorized to deposit and Treasurer has agreed to accept a deposit of District's Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable), proceeds in the San Diego County Treasurer's Pooled Investment Fund ("the Pool"), which contains County funds and money deposited by other local public agencies.

C. The Pool is a permitted investment in the District's bond documents.

D. The District has been provided with a copy of the Treasurer's Investment Policy for the Pool ("Policy") adopted pursuant to Government Code section 27133, and District has reviewed the policy prior to entering into this Agreement. The Policy is subject to annual revision.

IN VIEW OF THE ABOVE RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. Deposit of Funds. Except as provided by law, the District shall deposit the proceeds of any bond transaction with the Treasurer to be managed and invested as part of the Pool. The District will provide the Treasurer with written documentation of its governing body's approval of the deposits. Any initial deposit and subsequent addition of bond proceeds shall be referred to as "Bond Proceeds."

2. Investment of Funds. The Treasurer will manage and invest deposited Bond Proceeds in accordance with the Policy including any amendments or revisions to the Policy. Any funds invested outside the Pool are the sole responsibility of the District. The Treasurer-Tax Collector takes no responsibility for investments outside of the Pool, including the selection, on-going management, and accounting of such funds.

3. Annual Review of Policy. The District acknowledges that the Treasurer reviews the Policy and submits the Policy to the County Oversight Committee and the Board of Supervisors for their reviews and approvals annually. The current Policy is posted at http://www.sdttc.com/content/dam/ttc/docs/investmentpolicy.pdf

4. Non-Liability for Investment Results. The District understands and agrees that, as long as the Treasurer invests, in good faith, the Bond Proceeds in accordance with the current Policy, neither the Treasurer nor the County of San Diego shall be responsible or liable for any investment losses suffered by the District or for any underperformance of the funds deposited.

5. Term of Agreement. The term of this Agreement commences on the date set forth above and terminates when the District has withdrawn all Bond Proceeds from the Pool.

6. Reports. District shall provide the Treasurer with cash flow reports on a quarterly basis indicating projected contributions to and withdrawals from the Pool. The Treasurer shall provide District with monthly reports covering the performance of the Pool which will be found at http://www.sdttc.com/content/ttc/en/treasury/financial-reports.html

7. Disputes. The Parties agree to attempt to resolve any disputes under this Agreement by informal means and, if necessary, by mediation. Should mediation fail to resolve the dispute, either party may pursue its legal remedies.

8. Contacts for Responsibility. This Agreement shall be administered on behalf of the Treasurer by Lauren Warrem, Chief Deputy Treasurer, and on behalf of District by Marilyn Adrianzen, Chief Business Official. Either party, by written notice to the other, may change the person responsible for administering this Agreement.

9. Notices. Any notices provided for in this Agreement shall deliver personally or by United States mail, as follows:

Treasurer: Lauren Warrem, Chief Deputy Treasurer
County of San Diego
1600 Pacific Hwy., Room 152
San Diego, California 92101

District: Marilyn Adrainzen, Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Either party, by written notice to the other, may change the name and/or address to which written notices must be delivered.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to investment of Bond Proceeds and supersedes any previous oral or written agreements. This Agreement may be amended only by written amendment executed by both Parties.

SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

By: _____
Dan McAllister
Treasurer-Tax Collector

SAN YSIDRO SCHOOL DISTRICT

By: _____
Marilyn Adrianzen
Chief Business Official

ESCROW AGREEMENT

SAN YSIDRO SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(School Facilities Bridge Funding Program)

THIS ESCROW AGREEMENT (the "Agreement"), made and entered into as of _____ 1, 2020, by and between the San Ysidro School District (the "District"), and U.S. Bank National Association (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has previously caused the $14,000,000 2017 Certificates of Participation (School Facilities Bridge Funding Program) (the "2017 Certificates"), to be delivered pursuant to a Trust Agreement, dated as of August 1, 2017 (the "Trust Agreement"), by and among U.S. Bank National Association (the "Trustee"), the San Ysidro Schools Public Financing Corporation (the "Corporation") and the District, of which $_____ remains outstanding (the "Prior Certificates"), as set forth in Exhibit A hereto; and

WHEREAS, the District has determined that it is in its best interests and desirable that the 2017 Certificates be defeased and that the Prior Certificates maturing after September 1, 2022 be prepaid on September 1, 2022 as provided in the Trust Agreement from amounts on deposit with the Escrow Bank (the "Escrow Fund"); and

WHEREAS, in order to accomplish such defeasance and prepayment it is necessary and desirable for the District to secure its obligation to pay Lease Payments (as defined in the Trust Agreement) evidenced by the Prior Certificates in accordance with the terms of Section ____ of the Trust Agreement; and

WHEREAS, pursuant to a resolution of the Board of Education adopted on _____, 2020 (the "Resolution"), the District has agreed to provide funds necessary to defease the Prior Certificates by causing the County of San Diego (the "County") to issue the District's Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable) (the "2020 Bonds"); and

WHEREAS, the Resolution, and the corresponding Resolution of Issuance adopted by the County, provides that a portion of the proceeds of the 2020 Bonds shall be set aside in order to provide for the payment of the Prior Certificates and that such proceeds shall be deposited in the Escrow Fund; and

WHEREAS, the District has taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, 2020 Bond proceeds for the purchase of certain securities and investments consisting of direct noncallable obligations of the United States of America as listed on Schedule B attached hereto and made a part hereof (the "Investment Securities"), in an amount which, together with the cash deposit described herein and the income to accrue on such Investment Securities, is intended by the District to be sufficient to pay the interest and principal on the Prior Certificates through and including September 1, 2022, and to prepay the Prior Certificates maturing after September 1, 2022 on September 1, 2022 at the prepayment price equal to the principal amount thereof, without premium (the "Prepayment Price");

NOW, THEREFORE, the District and the Escrow Bank hereby agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Prior Certificates has been paid in full and to hold the securities, investments and moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The District shall cause to be deposited with the Escrow Bank $_____ of proceeds of the Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment of the Prior Certificates. The Escrow Bank shall purchase Investment Securities as described in Schedule B at a cost of $_____ and hold $_____ as cash.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of [Causey, Demgen & Moore, P.C.], certified public accountants, dated _____, 2020 relating to the Investment Securities (the "Verification Report") with respect to the District's defeasance of the Prior Certificates in the manner and to the extent provided by law and in Section _____ of the Trust Agreement.

Section 2. Investment of the Escrow Fund.

(a) The District and the Escrow Bank each shall take all remaining action, if any, necessary to have the Investment Securities issued and registered in the name of the Escrow Bank for the account of the Escrow Fund. Except as otherwise provided in this Section, the Escrow Bank shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested.

(b) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and purchase with the proceeds derived from such sale, transfer, redemption or other disposition noncallable, non-prepayable obligations constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America (the "Substitute Investment Securities"). Such sale, transfer, redemption or other disposition of Investment Securities and purchase of Substitute Investment Securities shall be effected by the Escrow Bank upon the written direction of the District but only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) the Substitute Investment Securities, together with the Investment Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Investment Securities and Substitute Investment Securities held in the Escrow Fund, together with any uninvested moneys therein, to make all payments required by Section 3 hereof which have not previously been made, and (b) the amounts and dates of the anticipated payments by the Escrow Bank of the principal and interest on the Prior Certificates will not be diminished or postponed thereby, and (ii) the Escrow Bank shall receive an opinion of nationally recognized municipal bond attorneys to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2020 Bonds or the Prior Certificates.

(c) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing principal of or interest or other investment income on any Investment Securities and Substitute Investment Securities held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 2(b) not required for the purposes of said Section, as follows: to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 3 hereof, as certified by a nationally recognized firm of independent certified public accountants, such moneys shall be transferred to the District upon the written direction of the District as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Prior Certificates or otherwise existing hereunder or under the Trust Agreement.

(d) If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 3. Payment of the Prior Certificates. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on the Investment Securities and Substitute Investment Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and, subject to the provisions of Section 2 hereof, to pay such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to the Trustee for the payment of the Prior Certificates at the places and in the manner stipulated in the Prior Certificates and in the Trust Agreement. In accordance with Section ___ of the Trust Agreement, the District has irrevocably instructed the Trustee to prepay the Prior Certificates maturing after September 1, 2022 on September 1, 2022 and a copy of such instructions is attached as Schedule D hereto. The District shall request and irrevocably instruct the Trustee, to (i) mail a notice of defeasance substantially in the form attached as Exhibit A of Schedule D hereto and (ii) mail a notice of prepayment in accordance with the Trust Agreement substantially in the form attached as Exhibit B to Schedule D hereto. Upon payment in full of the Prior Certificates, the Escrow Bank shall transfer any moneys or securities remaining in the Escrow Fund to the District and this Agreement shall terminate. The Escrow Fund cash flow is set forth in Schedule C attached hereto.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund, including the anticipated proceeds of the Investment Securities and any Substitute Investment Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the

amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement and shall reimburse the Escrow Bank for all out of pocket expenses (including reasonable legal fees and expenses) incurred hereunder.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, directors, officers, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the

establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Prior Certificates or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Prior Certificates or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read against the Escrow Bank hereunder. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or

system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Bank an incumbency certificate listing officers with the District to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Prior Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Prior Certificates and the 2020 Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Prior Certificates any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants) and shall hold funds received by it uninvested. The Escrow Bank shall be entitled to rely conclusively upon an opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days' notice in writing to the District, which notice shall be mailed to the owners of the Prior Certificates remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Prior Certificates then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 5% in aggregate principal amount of the Prior Certificates then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Prior Certificates. Within one year after a vacancy, the owners of a majority in principal amount of the Prior Certificates then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Prior Certificates then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Resolution.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District provided, however, that an assignment made pursuant to Section 6 hereof shall not require prior written consent.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date

provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the San Ysidro School District and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

By: _____
Authorized Officer

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

SCHEDULE A

PRIOR CERTIFICATES

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Prepayment Date*	*Prepayment Price*
2027	$ 425,000	5.00%	9/1/2022	100%
2031	905,000	5.00	9/1/2022	100
2034	1,105,000	5.00	9/1/2022	100
2037	1,570,000	5.00	9/1/2022	100
2042	3,925,000	5.00	9/1/2022	100
2047	6,070,000	5.00	9/1/2022	100

SCHEDULE B

INVESTMENT SECURITIES

United States Treasury Time Deposit Securities, State and Local Government Series

Type	*Coupon*	*Maturity Date*	*Par Amount*	*Price*	*Settlement Date*

SCHEDULE C

ESCROW FUND CASH FLOW

Date	*Total Cash Receipt from U.S. Treasury Security*	*Cash Disbursement from Escrow*	*Cash Balance*
Beginning Balance:			
Total			

SCHEDULE D

FORM OF INSTRUCTIONS AND REQUEST TO TRUSTEE

_____, 2020

U.S. Bank National Association, as Trustee

$14,000,000
SAN YSIDRO SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES BRIDGE FUNDING PROGRAM)

Ladies and Gentlemen:

As the trustee with respect to the above-captioned Certificates (the "Certificates"), under that certain Trust Agreement, dated as of August 1, 2017, by and among U.S. Bank National Association, the San Ysidro School District (the "District") and the San Ysidro Schools Public Financing Corporation (the "Trust Agreement"), you are hereby notified of the irrevocable election of the District to prepay the outstanding Certificates maturing after September 1, 2022 on September 1, 2022 at a prepayment price equal to the principal amount thereof, without premium (the "Prepayment Price"). The District intends to fund the prepayment of such Certificates with a portion of the proceeds of its Election of 2020 General Obligation Bonds, Series B (Measure T) (Federally Taxable) issued on _____, 2020.

You are hereby irrevocably instructed to mail, as soon as practicable, a notice (in the form attached hereto as Exhibit A) to the registered owners of the Outstanding Certificates set forth in Exhibit A hereto (the "Prepaid Certificates") that the deposit of investment securities and moneys has been made with you as Escrow Bank and you have received a verification report evidencing that the projected withdrawal from such escrow has been calculated to be adequate to pay the principal and interest due on the Prepaid Certificates through and including September 1, 2022 and to pay the Prepayment Price on such date.

You are further irrevocably instructed to provide notice of prepayment with respect to the Prepaid Certificates in accordance with the provisions of Section ___ of the Trust Agreement.

SAN YSIDRO SCHOOL DISTRICT

By:_____
Superintendent

RECEIPT ACKNOWLEDGED:

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE
SAN YSIDRO SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES BRIDGE FUNDING PROGRAM)

Notice is hereby given to the owners of the outstanding San Yisdro School District, 2017 Certificates of Participation (School Facilities Bridge Funding Program) shown in Appendix A hereto (collectively, the "Prior Certificates") that:

(i) There has been deposited in an Escrow Fund with U.S. Bank National Association, as Escrow Bank, certain monies and investment securities as permitted by the Trust Agreement, dated as of August 1, 2017, by and among U.S. Bank National Association, as trustee (the "Trustee"), the San Ysidro School District (the "District") and the San Ysidro Schools Public Financing Corporation (the "Corporation"), pursuant to which the Prior Certificates were executed and delivered (the "Trust Agreement") for the purpose of defeasing the Prior Certificates. The Escrow Bank has received a verification report of an independent accounting firm evidencing that the principal of and the interest on the investment securities are projected, together with other moneys deposited with the Escrow Bank, to be sufficient (a) to pay the principal and interest due on the Prior Certificates through and including September 1, 2022, and (b) to prepay the remaining Prior Certificates then outstanding on September 1, 2022 at a prepayment price equal the principal amount thereof plus accrued interest due to such date, without premium.

(ii) The Trustee has been irrevocably instructed by the District to prepay on September 1, 2022 the Prior Certificates then outstanding at a prepayment price equal to the principal amount thereof plus accrued interest due to such date, without premium.

(iii) The Prior Certificates are deemed to be paid in accordance with Section ___ of the Trust Agreement and all obligations of the District, the Corporation and the Trustee under the Trust Agreement have ceased and terminated except for the obligation of the Trustee to pay the owners of the Prior Certificates from amounts on deposit in the Escrow Fund and as otherwise set forth in Section _____.

Dated: _____, 2020 U.S. BANK NATIONAL ASSOCIATION, as Trustee

APPENDIX A

SAN YSIDRO SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES BRIDGE FUNDING PROGRAM)

PRIOR CERTIFICATES

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*CUSIP*
2027	$ 425,000	5.00%	799563GX3
2031	905,000	5.00	799563GY1
2034	1,105,000	5.00	799563GZ8
2037	1,570,000	5.00	799563HA2
2042	3,925,000	5.00	799563HB0
2047	6,070,000	5.00	799563HC8

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0052 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO SELL ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES A (**MEASURE U**) (TAX-EXEMPT) OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO.

BACKGROUND INFORMATION:
On March 3, 2020, San Ysidro School District voters approved Measures U and T in the bond principal amounts of $55.5 million and $52.985 million respectively.

In order to undertake projects approved under the measures, the District intends, by resolution, to request that the Board of Supervisors of the County issue the first series of general obligation bonds in a not-to-exceed amount of $20 million for the Measure U authorization, and a not-to-exceed amount of $18.5 million for the Measure T authorization. In connection with the bonds, forms of the associated paying agent agreements, bond purchase agreements, escrow agreement and investment management agreements are also presented to the board. The resolutions authorize these agreements to be signed by the Superintendent, or her designee.

RECOMMENDATION:
Approve Resolution No. 19/20-0052. (*The district's bond legal counsel will provide a brief overview.)*

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	

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

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

RESOLUTION NO. 19/20-0052

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO SELL ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES A (MEASURE U) (TAX-EXEMPT) OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District (the "District"), San Diego County (the "County"), State of California, on March 3, 2020, at which the following proposition ("Measure U") was submitted to the qualified electors of the District:

> "To reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of $55,500,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average $3.3 million per year while bond are outstanding, with projected levies of less than $0.03 per $100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?"

WHEREAS, at such election Measure U received the affirmative vote of more than fifty-five percent (55%) of the qualified electors of the District voting on the proposition as certified by the Registrar of Voters of the County of San Diego in the official canvassing of votes; and

WHEREAS, at this time the Board of Education of the District has determined that it is necessary and desirable to authorize the issuance of and request the Board of Supervisors to issue the first series of general obligation bonds pursuant to the Measure U authorization in an aggregate principal amount not to exceed $20,000,000 to be designated as the "San Ysidro School District Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax-Exempt)" (the "Bonds"); and

WHEREAS, Education Code Section 15140(a) provides that the Board of Supervisors of the County shall issue bonds on behalf of the District following adoption of a resolution of the Board of Education; and

WHEREAS, the Board of Education of the District desires to request the Board of Supervisors of the County to issue the Bonds on behalf of the District pursuant to Section 15140 *et seq.* of the Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Bond Law"); and

WHEREAS, there has been presented to this Board of Education at this meeting the form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into by and among the District, the County and Stifel, Nicolaus & Company, Inc. (the "Underwriter"); and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by Dale Scott & Company, Inc., its Municipal Advisor with respect to the Bonds as set forth in Exhibit A hereto;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the San Ysidro School District, as follows:

Section 1. Each of the above recitals is true and correct.

Section 2. In order to raise money for the purposes described in Measure U and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, in accordance with the provisions of Education Code Section 15140, the Board of Education hereby petitions the Board of Supervisors of the County to issue the Bonds pursuant to the Bond Law in a principal amount not to exceed $20,000,000 and to order such Bonds sold at a negotiated sale to the Underwriter. Each maturity of the Bonds shall bear interest at a rate which does not exceed 6.00% per annum payable on the dates set forth in the Bond Purchase Agreement with principal maturing on the dates and in the amounts set forth in the Bond Purchase Agreement, not to exceed more than 30 years from the date of issuance of the Bonds.

The Bonds shall be issued as current interest bonds, as set forth in the Bond Purchase Agreement, subject to the provisions of a resolution of the Board of Supervisors of the County relating to the Bonds (the "County Resolution").

The Board of Supervisors of the County is hereby authorized to set the terms of the optional and mandatory redemption of the Bonds in the Bond Purchase Agreement and to provide in the County Resolution the method of giving notice of redemption to owners of the Bonds to be redeemed.

Section 3. The Board of Education does hereby authorize the appointment of an authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds by the Board of Supervisors of the County on behalf of the District.

Section 4. The District hereby covenants for the benefit of the Bond owners that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations prescribed under that section or any predecessor section. The District further covenants for and on behalf of the Bond owners that it shall not take any action, or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds. In furtherance of these covenants, the District agrees to comply with the covenants contained in the tax certificate (the "Tax Certificate") to be executed by the District on the date of delivery of the Bonds. The District hereby agrees to deliver instructions to the County and, if applicable, the Paying Agent in order to comply with the Tax Certificate.

Section 5. The District covenants to cause the County to take all actions necessary to levy an *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited into the Debt Service Fund established under the County Resolution to pay the principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Sections 5450 and 5451, amounts in the Debt Service Fund are hereby irrevocably pledged by the District to pay the principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Section 6. The Clerk of the Board of Education is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County and the Treasurer-Tax Collector of the County (the "Treasurer").

Section 7. The costs associated with the issuance of the Bonds, excluding municipal bond insurance, if any, and Underwriter's discount, is estimated to be 1.0% of the initial principal amount of the Bonds. Depending upon market conditions, the District may elect to purchase bond insurance to secure the payment of principal or maturity amount of and interest on the Bonds, or any portion thereof, and each Authorized Officer, acting alone, is hereby authorized to take any and all actions necessary to obtain such bond insurance should such Authorized Officer determine that insuring all or any portion of the Bonds is in the best interests of the District. It is estimated that the cost of municipal bond insurance would not exceed 1.60% of the initial principal amount of the Bonds.

Section 8. The District has previously retained Dale Scott & Company, Inc., to serve as Municipal Advisor in connection with the Bonds, and the District has previously retained Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel") to serve as bond counsel and disclosure counsel. The District hereby appoints the Underwriter to sell the Bonds on behalf of the District pursuant to the terms of the Bond Purchase Agreement.

Section 9. The Board of Education determines that all acts and conditions necessary to be performed by the Board of Education or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. The Board of Education hereby finds and determines that the provisions of Government Code Section 5852.1 have been satisfied with respect to the authorization of the Bonds.

Section 10. The District hereby covenants to spend all Bond proceeds in accordance with applicable law, including, but not limited to, Chapters 1 and 1.5 of Part 10, Division 1, Title 1 of the California Education Code of the State of California (commencing with Section 15100), as amended, and Article XIIIA of the California Constitution.

Section 11. Reserved.

Section 12. Reserved.

Section 13. The Bonds shall be sold to the Underwriter at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a

shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The form of the Bond Purchase Agreement presented at this meeting is hereby approved. Each Authorized Officer, acting alone, is hereby authorized and directed for and in the name of the District to execute the Bond Purchase Agreement in substantially the form hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to the District or County Counsel and approved by the Authorized Officer executing such agreement; provided, however, that the Bond Purchase Agreement shall be executed only if the aggregate principal amount of the Bonds is equal to or less than $20,000,000 and the discount paid to the Underwriter (exclusive of original issue discount on the Bonds and reimbursable expenses to be paid to the Underwriter under the terms of the Bond Purchase Agreement) does not exceed 0.60% of the principal amount of the Bonds. Each of the Authorized Officers, acting alone, is hereby authorized and directed for and in the name of the District to solicit bids for municipal bond insurance for the Bonds and to purchase such insurance if such Authorized Officer, on the basis of information provided by the Municipal Advisor and the Underwriter, determines that acquiring such insurance to secure the repayment of some or all of the Bonds will be beneficial to the District in the marketing of the Bonds.

Section 14. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the District's Municipal Advisor and are set forth in Exhibit A hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. This Board of Education finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

Section 15. Members of the Board of Education, the Authorized Officers and other District employees are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution, including entering into a Paying Agent Agreement and an Investment Management Agreement with the County. Such actions heretofore taken by such officers, officials and employees are hereby ratified, confirmed and approved.

Section 16. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of June, 2020.

Humberto Gurmilan
President of the Board of Education of the
San Ysidro School District

ATTEST:

Rodolfo Lopez
Clerk of the Board of Education of the
San Ysidro School District

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Education of the San Ysidro School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on June 18, 2020, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

_____

Rodolfo Lopez
Clerk of the Board of Education of the
San Ysidro School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $20,000,000 (the "Estimated Principal Amount"), together with original issue premium of $2,005,230. Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.22%.

- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is $444,678, of which $344,678 is for costs of issuance to be paid from Bond proceeds and $100,000 is Underwriter's discount.

- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds, which amount is estimated to be $444,678, and any reserves or capitalized interest to be paid or funded with proceeds of the Bonds, which amount is $1,760,552, is $19,800,000.

- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $32,150,689 ($1,760,552 of which will be paid for from capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the

Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES A (MEASURE U) (TAX-EXEMPT)
(San Diego County, California)

BOND PURCHASE AGREEMENT

[DATE], 2020

Treasurer-Tax Collector
County of San Diego
1600 Pacific Highway, Room 152
San Diego, California 92101

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the County of San Diego, California (the "County") and the San Ysidro School District (the "District") which, upon the acceptance hereof, will be binding upon the County, the District and the Underwriter. By execution of this Purchase Agreement, the County and the District acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding on the County and the District, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California Time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the County for reoffering to the public and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax Exempt) (San Diego County, California) (the "Bonds").

(b) The Bonds shall bear interest at the rates and shall mature on the dates and in the years shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds shall bear interest from the date thereof and such interest shall be payable on each February 1 and August 1, commencing February 1, 2021.

(c) The Underwriter shall purchase the Bonds at a price of $[PURCHASE PRICE] (the "Purchase Price") (which is equal to the principal amount of the Bonds of $[PAR AMOUNT], plus [net] original issue premium of $[PREMIUM], [and] less Underwriter's discount of $[DISCOUNT][and less costs of issuance to be paid by the Underwriter as provided in Section 13 hereof in the amount of $[COI]). From the Purchase Price, the Underwriter shall withhold and hereby agrees to wire on the Closing Date (as defined below), in immediately available funds to U.S. Bank, National Association, as costs administrator (the "Costs Administrator"), the amount of $[COI] to pay a portion of the costs of issuance of the Bonds as provided in Section 13 hereof. The remaining amount of the Purchase Price ($_____), shall be paid, in immediately available funds, by wire transfer to or upon the order of the County on behalf of the District on the Closing Date.

(d) The County and the District acknowledge and agree that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between (i) the County and the District and (ii) the Underwriter, and that the Underwriter has financial and other interests that differ from those of the District and the County; (b) the Underwriter is acting solely as an underwriter and principal in connection with the matters contemplated by and all communications under this Purchase Agreement, and is not acting as the agent or fiduciary or Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of the County or the District and their advisors in connection with the matters contemplated by this Purchase Agreement (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District or the County on other matters); (c) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission ("SEC") or the rules of the Municipal Securities Rulemaking Board ("MSRB"); and (d) in connection with the purchase and sale of the Bonds, the County and the District have consulted their own legal, financial and other advisors to the extent they have deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding MSRB Rule G-17 Disclosures, and that it has provided to the Underwriter an acknowledgement of such letter.

Section 2. **The Bonds.** (a) The Bonds shall be dated their date of delivery and shall mature in the years and be subject to redemption all as shown on Appendix A hereto. The Bonds shall be issued and secured pursuant to the provisions of Article XIIIA of the Constitution of the State of California, California Government Code Section 53506 *et seq.*, including Section 53508.7 thereof, and California Education Code (the "Education Code") Sections 15140 *et seq.* (collectively, the "Bond Law") and pursuant to, and shall otherwise be as described in, resolutions of the Board of Education of the District (the "Board of Education") adopted on [DATE], 2020 (the "District Resolution"), and of the Board of Supervisors of the County (the "Board of Supervisors") adopted [DATE], 2020 (the "County Resolution" and, collectively with the District Resolution, the "Resolutions"), which provide for the terms of the Bonds and designate the Treasurer-Tax Collector of the County of San Diego, as initial paying agent therefor (the "Paying Agent"), and this Purchase Agreement. The Bonds were authorized under and pursuant to a bond authorization approved by more than fifty-five percent (55%) of the voters of the District voting at an election held on March 3, 2020 (the "Measure U Election") approving an amount not more

than $55,500,000 of general obligation bonds of the District to be used to finance specific construction, repair and improvement projects. Capitalized terms used herein and not defined herein shall have the meanings set forth in the County Resolution.

[The payment of principal of and interest (but not any redemption premium) on the Bonds as specified in Appendix A hereto will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by [BOND INSURER] (the "Insurer").]

(b) In order to assist the Underwriter with compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Exchange Act (the "Rule"), the District will enter into the Continuing Disclosure Certificate, dated the Closing Date (as defined herein) (the "Continuing Disclosure Certificate").

(c) The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolutions. The Bonds shall be in definitive form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC").

Section 3. **Use of Documents.** The District and the County hereby authorize the Underwriter to use, in connection with the offering and sale of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, a Preliminary Official Statement and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

Section 4. **Establishment of Issue Price.** (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, Dale Scott & Co. (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the District's Municipal Advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price (meaning single) at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing

Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel (as defined herein). For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter,

and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such

term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 5. **Review of Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [POS DATE], 2020 (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"). The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). By the execution of this Purchase Agreement, the County and the District ratify the use by the Underwriter of the Preliminary Official Statement.

(b) The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt

means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system.

References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

Section 6. Closing. At 9:00 a.m., California Time, on [CLOSING DATE], 2020, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the "Closing" or "Closing Date"), the District will direct the Paying Agent to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, together with the other documents hereinafter mentioned. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the Treasurer-Tax Collector of the County, following the direction of the District, shall reasonably agree upon) to the account of the District.

Section 7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the Bond Law;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the District Resolution, to issue and to deliver the Bonds, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the District Resolution, the County Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement constitutes, and, when executed and delivered, the Continuing Disclosure Certificate, will constitute, a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the

other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however,* that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Continuing Disclosure Certificate, the District Resolution and the Bonds and the compliance with the provisions hereof and thereof and of the County Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Resolutions or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, or this Purchase Agreement; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) in which a final adverse decision could (A) result in any material adverse impact on the financial condition of the District, (B) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate or the Resolutions, (C) declare this Purchase Agreement to be invalid or unenforceable in whole or in

material part, or (D) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(g) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(h) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the District Resolution and the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. Except as disclosed in the Preliminary Official Statement and the Official Statement, the District has not failed during the prior five years to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of enumerated events. A form of this undertaking is set forth as an appendix to the Preliminary Official Statement and will also be set forth as an appendix to the Official Statement;

(i) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(j) Preparation and distribution of the Official Statement pertaining to the Bonds have been duly authorized by the District, and the information contained therein (excluding the statements and information in APPENDIX E – "BOOK-ENTRY ONLY SYSTEM," [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the Official Statement) is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information in APPENDIX E – "BOOK-ENTRY ONLY SYSTEM" [and any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the final Official Statement;

(k) The District agrees that if at any time before the Closing Date, any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter;

(l) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, neither the District nor any entity or person on behalf of the District, will have issued in the name of and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(m) The District agrees to take all steps required by law and by the County to ensure that the Board of Supervisors of the County annually levies a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same become due; and

(n) The audited financial statements of the District for the fiscal year ended June 30, 2019, were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement.

Section 8. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County has the power under the laws of the State to issue the Bonds in the name and on behalf of the District pursuant to the Bond Law;

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter in the name and on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions applicable to the County contemplated by this Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations represented by the Bonds, the County Resolution and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing and the County Resolution shall not have been modified, amended, rescinded or revoked and is in full force and effect on the date hereof and on the date of the Closing; (iv) this Purchase Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) To the best knowledge of the County, no authorization, approval, consent or other order of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the County of this Purchase Agreement or the consummation by the County of the other transactions contemplated by such agreement (provided that no representation or warranty need be given as to any action

required of the District or under state securities or blue sky laws in connection with the purchase or distribution of the Bonds by the Underwriter);

(d) To the best knowledge of the County, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any California governmental agency is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, *except* for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(e) To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof applicable to the County do not conflict with or constitute on the part of the County a material violation of, or material default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution to which the County is bound and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(f) The County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under this Purchase Agreement;

(g) As of the time of acceptance hereof, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County or threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or directly contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Purchase Agreement; or (iii) in which a final adverse decision would declare this Purchase Agreement to be invalid or unenforceable in whole or in material part;

(h) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement; and

(i) Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

Section 9. Covenants of the County and the District. The County and the District respectively covenant and agree with the Underwriter that:

(a) The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, *provided, however*, that the District and the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds; and

(c) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the County, the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request.

The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the County delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

Section 10. **Division of Responsibility Between District and County**. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Purchase Agreement which are to be performed solely by the District.

Section 11. **Conditions to Closing.** (a) The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(1) The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by each of them, respectively, in this Purchase Agreement;

(2) At the time of the Closing, (i) the Official Statement, the Continuing Disclosure Certificate, this Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their respective obligations required under or specified in the District Resolution, the County Resolution, the Continuing Disclosure Certificate, or the Official Statement to be performed at or prior to the Closing;

(3) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, is pending (in which service of process has been completed against the County or the District) or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the

authority for the execution, sale or delivery of the Bonds or this Purchase Agreement, or (C) in any way contesting the existence or powers of the County or the District, or contesting in any way the completeness or accuracy of the Official Statement;

(4) Between the date hereof and the Closing, the investment quality, the marketability or the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the sole and reasonable judgment of the Underwriter, by reason of any of the following:

(i) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(iv) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the

material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or a change to the net capital requirements of, the Underwriter;

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vii) the withdrawal or downgrading of any rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency or the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(viii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(ix) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(5) At or prior to the date of the Closing, the Underwriter shall have received the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) An approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the forms set forth in the Preliminary Official Statement and Official Statement as Appendix A;

(ii) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in subsection (5)(i) above.

(iii) A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "LEGAL MATTERS – Continuing Disclosure – Current Undertaking" and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices ___, ___, or ___ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - Underwriting"; and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "MISCELLANEOUS - Ratings";

(B) the Continuing Disclosure Certificate and this Purchase Agreement have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) A letter from Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the District, the County, the District's financial advisor, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (provided that such counsel need not express any opinion with respect to (i) any information contained in Appendices ___, ___, or ___ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - Underwriting"; and (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "MISCELLANEOUS - Ratings");

(v) A certificate, signed by an appropriate official of the District, to the effect that (i) such official is authorized to execute this Purchase Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution, the County Resolution, the Continuing Disclosure Certificate and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) to the best of such official's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District, (v) such official has reviewed the Official Statement and on such basis

certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (vi) each of the conditions listed in Section 11 of this Purchase Agreement has been satisfied on the date hereof and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied on the date hereof, and (vii) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Purchase Agreement;

(vi) The Continuing Disclosure Certificate substantially in the form appended to the Official Statement, signed by an appropriate official of the District;

(vii) A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute and to approve this Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all the terms of the County Resolution and this Purchase Agreement to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the information contained in the Official Statement in "APPENDIX F – SAN DIEGO COUNTY'S STATEMENT OF INVESTMENT POLICY" and "APPENDIX G – COUNTY INVESTMENT POOL MONTHLY REPORT" and on such basis certifies that the information contained in the Official Statement in "APPENDIX F – SAN DIEGO COUNTY'S STATEMENT OF INVESTMENT POLICY" and "APPENDIX G – COUNTY INVESTMENT POOL MONTHLY REPORT" does not contain any untrue statement of a material fact concerning the County required to be stated therein or omit to state a material fact necessary to make the statements concerning the County therein, in the light of the circumstances in which they were made, not misleading; and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Purchase Agreement;

(viii) A tax certificate of the District in form satisfactory to Bond Counsel;

(ix) Evidence satisfactory to the Underwriter that the ratings described in the Official Statement are in full force and effect as of the Closing Date;

(x) The opinion of County Counsel for the County of San Diego, as counsel to the County, addressed to the Underwriter and the Insurer, dated the Closing Date and in a form reasonably satisfactory to the Underwriter;

(xi) A certificate, together with fully executed copies of the District Resolution, of the Clerk of the Board of Education to the effect that:

(A) such copies are true and correct copies of the District Resolution; and

(B) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(xii) A certificate, together with fully executed copies of the County Resolution, of the Clerk of the Board of Supervisors to the effect that:

(A) such copies are true correct copies of the County Resolution; and

(B) the County Resolution was duly adopted;

(xiii) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xiv) [A policy of municipal bond insurance with respect to the Bonds that are insured by the Insurer;

(xv) A certificate of the Insurer in form and substance satisfactory to Bond Counsel, County Counsel and counsel to the Underwriter;

(xvi) An opinion of counsel to the Insurer addressed to the District, the County and the Underwriter in form and substance satisfactory to Bond Counsel, County Counsel and counsel to the Underwriter;]

(xvii) An executed copy of the Costs of Issuance Agreement by and between the District and the Costs Administrator;

(xviii) An opinion of Kutak Rock LLP, addressed to the Underwriter, in form and substance acceptable to the Underwriter; and

(xix) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County, the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(b) If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement

may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

Section 12. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District and other than items to be executed by the Underwriter or their counsel.

Section 13. Expenses. (a) [On the Closing Date, the Underwriter shall pay $_____ in immediately available funds to the Insurer, representing the premium and fees for the Policy.] The District shall to the extent permitted by applicable law pay all expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds, as a portion of the Purchase Price of the Bonds, as provided in Section 1 hereof by wire transfer to the Costs Administrator, to be used to pay costs of issuance of the Bonds, including, but not limited to the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel, and any other consultants to the District, including the District's Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fee for the Bond rating(s), including all necessary expenses for travel relating to such ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (v) the initial fees of the Paying Agent and related fees and expenses; and (vi) all other fees and expenses incident to the issuance and sale of the Bonds.

(b) All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP Bureau registration fees, fee of Underwriter's Counsel, expenses for travel (except in connection with securing a rating on the sale of the Bonds) and other expenses incurred by the Underwriter (except as provided above) shall be paid by the Underwriter.

(c) Notwithstanding Section 13(b) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 13(a)(iii) above that are attributable to District personnel.

Section 14. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its Board, officers, officials, agents and employees ("Indemnified Parties") against any and all liabilities, losses, costs and expenses (including attorney's fees and costs), damages and claims to which such Indemnified Parties may become subject in the exercise and performance of its powers and duties hereunder (excluding such powers and duties otherwise imposed on the Indemnified Parties by law) which are not due to the Indemnified Parties' negligence or bad faith.

Section 15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the County of San Diego, Office of the Treasurer-Tax Collector, 1600 Pacific Highway, Room 152, San Diego, California 92101, Attention: Treasurer-Tax Collector, if to the District, to the San Ysidro School District at 4350 Otay Mesa Road, San Ysidro, California 92173, Attention: Superintendent, or if to the Underwriter, in care of the Underwriter, Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104; Attention: Bruce Kerns, Managing Director.

Section 16. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

Section 18. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Section 19. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF SAN DIEGO

By:_____
Treasurer-Tax Collector

SAN YSIDRO SCHOOL DISTRICT

By:_____
Superintendent

Date: _____, 2020
Time: _____ a.m./p.m. California Time

APPENDIX A

MATURITY SCHEDULE

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES A (MEASURE U) (TAX-EXEMPT)
(San Diego County, California)

$3,045,000 Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering Price Rule

$____ _____% Term Bonds due August 1, 20__ – Yield ___% - Price ___
[10% Test Satisfied*]

$____ _____% Term Bonds due August 1, 20__ – Yield ___% - Price ___
[10% Test Satisfied*]

* At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.
C Yield to call at par and priced to call at par, on August 1, 20__.

TERMS OF REDEMPTION

Optional Redemption. The Bonds maturing on or before August 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The $_____ term Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

[†] Maturity.

The principal amount of the $_____ term Bonds maturing on August 1, 20__, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000, by any portion of such term Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

The $_____ term Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

[†] Maturity.

The principal amount of the $_____ term Bonds maturing on August 1, 20__, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000, by any portion of such term Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

APPENDIX B

CERTIFICATE OF THE UNDERWRITER

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES A (MEASURE U) (TAX-EXEMPT)
(San Diego County, California)

This certificate is being delivered by Stifel, Nicolaus & Company, Incorporated (the "Underwriter") in connection with the issuance of the $[PAR AMOUNT] San Ysidro School District Election of 2020 General Obligation Bonds Series A (Measure U) (Tax-Exempt) (San Diego County, California) (the "Bonds"). The Underwriter hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Bonds to the San Ysidro School District ("District") and to Stradling Yocca Carlson & Rauth, Bond Counsel to the District ("Bond Counsel"), as follows:

1. Bond Purchase Agreement. On [DATE], 2020 (the "Sale Date"), the Underwriter and the District executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. The Underwriter has not modified the Purchase Agreement since its execution on the Sale Date.

2. Price.

As of the date of this Certificate, for each of the Maturities of the Bonds, the first price or prices at which at least 10% of each such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Attachment A attached hereto.

3. Certain Defined Terms.

(a) Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Board of Trustees of the District adopted on [DATE], 2020, ("District Resolution"), shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Bonds.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial

sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Use of Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate of the District dated the date hereof, and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the District from time to time relating to the Bonds.

Dated: [CLOSING], 2020

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Managing Director

By: _____
Managing Director

Attachment "A"
to Certificate of Underwriter

$[PAR AMOUNT]
SAN YSIDRO SCHOOL DISTRICT
ELECTION OF 2020 GENERAL OBLIGATION BONDS
SERIES A (MEASURE U) (TAX-EXEMPT)
(San Diego County, California)

Actual Sales Information as of Closing Date

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price

$____ _____% Term Bonds due August 1, 20__; Priced to yield ____% Price: _____ [C]
$_____ _____% Term Bonds due August 1, 20__; Priced to yield _____% Price: _____ [C]

[C] Priced to first par call date of August 1, 20__.

PAYING AGENT AGREEMENT

THIS PAYING AGENT AGREEMENT (the "Agreement"), is entered into as of August 1, 2020, between *the San Ysidro School District* (the "District"), *and the County of San Diego acting through the Office of the Treasurer–Tax Collector, San Diego County, California* (the "County"), as Paying Agent and Registrar.

RECITALS

WHEREAS the District has duly authorized and provided for the issuance of its bonds, entitled the "San Ysidro School District Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax-Exempt)" (the "Bonds") in an aggregate principal amount of $_____. The Bonds will be issued as fully registered bonds without coupons;

WHEREAS the District will ensure that all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms and the requirements of State of California ("State") law, will be done upon the issuance, sale and delivery thereof;

WHEREAS the District and the County wish to provide the terms under which the County will act as Paying Agent to pay the principal, redemption premium (if any), and interest on the Bonds, in accordance with the terms thereof, and under which the County will act as Registrar for the Bonds;

WHEREAS the County has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds;

WHEREAS the District and the County have each authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bond" or "Bonds" means any one or all of the $_____ in aggregate principal amount of bonds entitled "San Ysidro School District Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax-Exempt)."

"Bond Register" means the book or books of registration kept by the County in which are maintained the names and addresses of, and principal amounts registered to, each Registered Owner.

"Bond Resolution" means the Resolution of the District pursuant to which the Bonds are authorized to be issued.

"County" means the Office of the Treasurer–Tax Collector, County of San Diego, California.

"District" means San Ysidro School District.

"District Request" means a written request signed in the name of the District and delivered to the County.

"DTC" or "Depository" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds.

"Fiscal Year" means the fiscal year of the District ending on June 30 of each year.

"Investment Management Agreement" means that certain Investment Management Agreement entered into by and between the District and the County.

"Paying Agent" means the County when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the County when it is performing the function of registrar, authentication agent and/or transfer agent for the Bonds.

ARTICLE TWO

APPOINTMENT OF COUNTY AS PAYING AGENT AND REGISTRAR

Section 2.01. Appointment and Acceptance.

The District hereby appoints the County to act as Paying Agent with respect to the Bonds, to pay, or to provide for payment, to the Registered Owners in accordance with the terms and provisions of this Agreement, the Bond Resolution, and the Bonds, the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the County as Registrar with respect to the Bonds. As Registrar, the County shall keep and maintain for and on behalf of the District books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The County hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 2.02. Compensation.

As compensation for the County's services as Paying Agent and Registrar, the District hereby agrees to pay the County the fees and amounts set forth in Exhibit A.

In addition, the District agrees to reimburse the County, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys made or incurred by the County in connection with entering into and performing under this Agreement, and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the County, provided that sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, redemption premium (if any), and interest on each Bond in accordance with the provisions of the Bond Resolution and the Bonds.

As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notices only to DTC as the Registered Owner and not to the owners of beneficial ownership interests in the Bonds.

Section 3.02. Payment Dates.

The District hereby instructs the County to pay the principal of, redemption premium (if any), and interest on the Bonds on the dates specified in the Bonds.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially authenticated, registered and delivered through DTC's book-entry system to or upon the order of the purchaser designated by the District as one Bond for each

maturity. If the Bonds are not to be issued through DTC's book entry system and if such purchaser delivers a written request to the County not later than five business days prior to the date of initial delivery, the County will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The County shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature of which has been guaranteed by an eligible guarantor institution, in a form acceptable to the County, duly executed by the Registered Owner thereof or his or her attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Any Bond may be exchanged for Bonds of the same series of like tenor, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent.

Section 4.03. Unauthenticated Bonds.

If the Bonds are not DTC book-entry bonds, the District shall provide to the County on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The County agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The County as Registrar will maintain its records as Bond Registrar in accordance with the County's general practices and procedures in effect from time to time. The County as Paying Agent will keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which upon reasonable notice shall be open to inspection by the District.

Section 4.05. Reports.

The District may request the information in the Bond Register at any time the County is customarily open for business, provided that reasonable time is allowed for the County to provide an up-to-date listing and to convert the information into written form.

The County will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the County will notify the District.

Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the County, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the County and, if not already cancelled, shall be promptly cancelled by the County. The District may at any time deliver to the County for cancellation any Bonds previously

authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the County. All cancelled Bonds shall be held by the County for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

ARTICLE FIVE

THE COUNTY

Section 5.01. Duties of County.

The County undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the County. The County hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any), and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the County to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

The County may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the County by the District.

No provision of this Agreement shall require the County to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The County may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The County need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

The County has no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership or interest on the Bonds.

The County may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

The County may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 5.03. Recitals of District.

The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the County assumes no responsibility for their correctness.

Section 5.04. May Own Bonds.

The County, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 5.05. Money Held by County.

Money held by the County hereunder need not be segregated from other funds. Money held hereunder will be deposited in the District's Measure U Debt Service Fund and invested in the County Treasurer's Pooled Investment Fund and invested by the County Treasurer pursuant to its duties as Treasurer and pursuant to the Investment Management Agreement, incorporated herein, prior to the principal and interest payment dates of the Bonds and the District is entitled to receive interest earnings on such funds.

Any money deposited with or otherwise held by the County for the payment of the principal of, redemption premium (if any), or interest on any Bond and remaining unclaimed for one year after such deposit will be paid by the County to the District, and the District and the County agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the County with respect to such moneys shall thereupon cease.

Section 5.06. Other Transactions.

The County may engage in or be interested in any financial or other transaction with the District.

Section 5.07. Interpleader.

The District and the County agree that the County may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the County further agree that the County has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.08. Indemnification.

The District shall indemnify the County, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the County's acceptance or administration of the County's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the County's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this

Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the County shall be mailed or delivered to the District or the County, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the District and the County shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the terms of the Bonds set forth in the Bonds and the Bond Resolution constitute the entire agreement between the parties hereto relative to the County acting as Paying Agent and Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and until the final payment of principal of and interest on the Bonds or until the County resigns; whichever occurs first. The County may resign at any time and be discharged of its duties and obligations by giving written notice thereof to the District. If the County resigns, prior to the effective date of the resignation, the County shall appoint a successor Paying Agent and Registrar that satisfies the requirements of the Bond Resolution. A successor Paying Agent shall be appointed by the County Treasurer. In the event of resignation of the County as Paying Agent and Registrar, upon receipt of moneys representing the principal and interest on the Bonds, the successor Paying Agent shall be responsible for the actual payment to the Bondholders and cancellation of any Bonds or coupons. The provisions of Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 6.12. Documents to be Filed with County.

At the time of the County's appointment as Paying Agent and Registrar, the District shall file with the County the following documents: (a) certified copies of the Bond Resolution and specimen Bonds; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; (c) a District Request containing written instructions to the County with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds; (d) a Closing Memorandum Addendum, to be reviewed by Bond Counsel, providing instructions to the County for the deposit of all Bond proceeds; and (e) within 90 days of the date hereof, a transcript of proceedings prepared for the Bonds.

IN WITNESS WHEREOF, the District has caused this Paying Agent Agreement to be signed in its name by its representative thereunto duly authorized, and the County has caused this Paying Agent Agreement to be signed in its name by its officer thereunto duly authorized, all as of the day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

By _____
Authorized Representative

COUNTY OF SAN DIEGO, OFFICE OF THE TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, CALIFORNIA, as Paying Agent

By _____
Treasurer-Tax Collector or Designee

APPROVED AS TO FORM:

By _____
Chief Deputy County Counsel

EXHIBIT A PAYING AGENT FEE SCHEDULE

Service Type	Fee	Frequency
Fee for each Bond series	$1,500	At closing and annually
Fee for each additional subseries	$500	At closing and annually

Note: The District is responsible for any extraordinary costs associated with paying agent activities as provided in Section 2.02. The District will be notified of any extraordinary costs.

INVESTMENT MANAGEMENT AGREEMENT
PROVIDING FOR INVESTMENT OF BOND PROCEEDS
IN THE SAN DIEGO COUNTY TREASURER'S POOLED INVESTMENT FUND

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") IS ENTERED INTO AS OF AUGUST 1, 2020, BY AND BETWEEN THE SAN YSIDRO SCHOOL DISTRICT (the "District") AND THE SAN DIEGO COUNTY TREASURER-TAX COLLECTOR (the "Treasurer," and, with the District, the "Parties").

RECITALS

A. District is a local public district within the County of San Diego that is authorized by law to deposit funds to be managed and invested by the Treasurer.

B. The District is authorized to deposit and Treasurer has agreed to accept a deposit of District's Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax-Exempt), proceeds in the San Diego County Treasurer's Pooled Investment Fund ("the Pool"), which contains County funds and money deposited by other local public agencies.

C. The Pool is a permitted investment in the District's bond documents.

D. The District has been provided with a copy of the Treasurer's Investment Policy for the Pool ("Policy") adopted pursuant to Government Code section 27133, and District has reviewed the policy prior to entering into this Agreement. The Policy is subject to annual revision.

IN VIEW OF THE ABOVE RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. Deposit of Funds. Except as provided by law, the District shall deposit the proceeds of any bond transaction with the Treasurer to be managed and invested as part of the Pool. The District will provide the Treasurer with written documentation of its governing body's approval of the deposits. Any initial deposit and subsequent addition of bond proceeds shall be referred to as "Bond Proceeds."

2. Investment of Funds. The Treasurer will manage and invest deposited Bond Proceeds in accordance with the Policy including any amendments or revisions to the Policy. Any funds invested outside the Pool are the sole responsibility of the District. The Treasurer-Tax Collector takes no responsibility for investments outside of the Pool, including the selection, on-going management, and accounting of such funds.

3. Annual Review of Policy. The District acknowledges that the Treasurer reviews the Policy and submits the Policy to the County Oversight Committee and the Board of Supervisors for their reviews and approvals annually. The current Policy is posted at http://www.sdttc.com/content/dam/ttc/docs/investmentpolicy.pdf

4. Non-Liability for Investment Results. The District understands and agrees that, as long as the Treasurer invests, in good faith, the Bond Proceeds in accordance with the current Policy, neither the Treasurer nor the County of San Diego shall be responsible or liable for any investment losses suffered by the District or for any underperformance of the funds deposited.

5. Term of Agreement. The term of this Agreement commences on the date set forth above and terminates when the District has withdrawn all Bond Proceeds from the Pool.

6. Reports. District shall provide the Treasurer with cash flow reports on a quarterly basis indicating projected contributions to and withdrawals from the Pool. The Treasurer shall provide District with monthly reports covering the performance of the Pool which will be found at http://www.sdttc.com/content/ttc/en/treasury/financial-reports.html

7. Disputes. The Parties agree to attempt to resolve any disputes under this Agreement by informal means and, if necessary, by mediation. Should mediation fail to resolve the dispute, either party may pursue its legal remedies.

8. Contacts for Responsibility. This Agreement shall be administered on behalf of the Treasurer by Lauren Warrem, Chief Deputy Treasurer, and on behalf of District by Marilyn Adrianzen, Chief Business Official. Either party, by written notice to the other, may change the person responsible for administering this Agreement.

9. Notices. Any notices provided for in this Agreement shall deliver personally or by United States mail, as follows:

Treasurer: Lauren Warrem, Chief Deputy Treasurer
County of San Diego
1600 Pacific Hwy., Room 152
San Diego, California 92101

District: Marilyn Adrainzen, Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Either party, by written notice to the other, may change the name and/or address to which written notices must be delivered.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to investment of Bond Proceeds and supersedes any previous oral or written agreements. This Agreement may be amended only by written amendment executed by both Parties.

SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

By: _____
Dan McAllister
Treasurer-Tax Collector

SAN YSIDRO SCHOOL DISTRICT

By: _____
Marilyn Adrianzen
Chief Business Official

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY: 6157 ~ DISTANCE LEARNING

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. CSBA is in the process of converting our board policies to GAMUT Policy Plus and is recommending reviewing certain policies and to add any new to make them uniformed across all districts.

Board Policy 6157 needs to be added to address the provision of distance learning opportunities for students. This policy also addresses teacher training and support, availability to all students, use of district equipment, communications with students and parents/guardians, and grading criteria. Policy includes additional considerations in the event of a school closure, such as prioritization of content as well as maintenance of continuity, routine, and regular connections with students.

RECOMMENDATION:
Approve the first reading of the new Board Policy 6157.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

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

Superintendent's Office Certification:

DISTANCE LEARNING

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 - Staff Development)

DISTANCE LEARNING (continued)

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 6159 - Individualized Education Program)
(cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan)
(cf. 3311.4 - Procurement of Technological Equipment)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6146.3 - Reciprocity of Academic Credit)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference: (see next page)

DISTANCE LEARNING (continued)

Legal Reference:

EDUCATION CODE
35182.5 Contracts for electronic products or services; prohibitions
51210-51212 Course of study for grades 1-6
51220-51229 Course of study for grades 7-12
51740-51741 Authority to provide instruction by correspondence
51745-51749.3 Independent study
51865 California distance learning policy
PUBLIC CONTRACT CODE
20118.2 Contracting by school districts; technological equipment
UNITED STATES CODE, TITLE 20
7131 Internet safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate); Internet safety

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
COVID-19 Guidance for K-12 Schools
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines
WEB SITES
California Department of Education: http://www.cde.ca.gov
World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

adopted: San Ysidro, California

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: DELETE BOARD POLICY 6010 ~ GOALS AND OBJECTIVES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. CSBA is in the process of converting our board policies to GAMUT Policy Plus and is recommending reviewing certain policies and to add or delete any of them to make them uniformed across all districts.

Board Policy 6010 ~ Goals and Concepts needs to be deleted from the board policy manual as all its key concepts are listed in Board Policies 0000 and 0200.

RECOMMENDATION:
Approve Board Policy 6010 to be deleted from the board policy manual, as recommended by CSBA.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

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

Superintendent's Office Certification:

GOALS AND OBJECTIVES

The Superintendent or designee shall annually review strategies to improve the quality of education provided to students. The administration shall consult with the instructional staff in order to develop and maintain content and performance standards which will be in harmony with the law and the Board of Education's adopted philosophy and goals.

(cf. 0100 - Philosophy)

The Board of Education believes that all students need to meet high academic knowledge and skills and recognizes the need for continuing qualitative assessment of the progress of the educational program toward its established goals. The Superintendent or designee shall develop and implement a systematic plan for the identification of quality indicators and measurements which shall include multiple assessments.

The Board shall adopt local standards based upon the recommendation of the Superintendent with input from the staff and parents/guardians. Upon adoption by the Board, the standards shall be incorporated in the curriculum and instructional objectives.

Legal Reference:

EDUCATION CODE
51000-51007 Legislative intent for education program, especially:
51004 Education goals
51006 Computer education and resources
51007 Programs to strengthen technological skills
51041 Evaluation of educational program
52336-52336.5 Career preparatory programs
UNITED STATES CODE, TITLE 20
2301 et seg. Carl D. Perkins Vocational and Applied Technology Act
5801-6084 National Education Reform, Goals 2001
6101-6251 School-to-Work Opportunities Act of 1994
PUBLIC LAW 107-110
2401-2441 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

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

☐ Informational
☒ Action

AGENDA ITEM: DELETE BOARD BYLAW 9271 – SCHOOL BOARD CODE OF ETHICS

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of our Board Policy manual. CSBA is in the process of converting our board policies to GAMUT Policy Plus and has recommended revising and deleting certain policies to make them uniformed across all districts.

The California School Boards Association (CSBA) has recommended to delete Board Bylaw 9271 – School Board Code of Ethics from the board policy manual as key concepts are now included in Board Bylaw 9005.

RECOMMENDATION:
Approve to delete Board Bylaw 9271 – School Board Code of Ethics by recommendation of the California School Boards Association (CSBA). Key concepts are now included in Board Bylaw 9005.

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

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

School Board Code Of Ethics

In all my actions as a School Board Member, my first commitment is to the education and well-being of our students.

School board members pledge to be:

1. Champions of the public schools

2. Committed to high quality education for every student

3. Honest and sincere, having the courage of their convictions

4. Willing and capable of assuming board responsibilities

5. Able to work cooperatively with others

6. Non-partisan in dealing with all school matters; the Board does not wish in any way to subordinate the education of children and youth to any partisan principle, group interest or personal ambition

7. Willing to maintain confidentiality of privileged information including keeping deliberations and discussion of the Board in closed session confidential

8. Aware that the strength of the Board is as a board, not as individuals; individual board members have no authority or power to act on behalf of the Board; therefore, a board member should never make out-of-meeting commitments on behalf of the district or the Board

9. Informed of concerning state and federal laws and regulations concerning education

10. Faithful in attendance at board meetings and diligent in preparation and study to become informed concerning the issues to be considered at those meetings

11. Willing to conduct school business in open meetings as when required to do so by law, even when the subject is controversial or personal

12. Cognizant that the primary function of the Board is to establish policies by which the schools are to be administered, but that the administration of the educational program and the conduct of the school business shall be left to the Superintendent and his/her staff

13. Eager to learn from association with other school board members from around the state and nation, and open to personal development through reading publications of the California School Boards Association and attending seminars and conventions of similar organizations

14. Aware that it is as important for the Board to understand and evaluate and support administration of the education program of the schools as it is to plan for the business of school operation

15. Vigilant against even the appearance of conflict of interest; board members should become familiar with the laws governing contracts and purchases as they relate to board members and carefully avoid any violation

16. Aware that I have no legal authority except when I am acting as a member of the Board. I shall present my concerns and concepts through the process of Board debate and, if in the minority of any decision, I shall abide by and support the majority decision. When I am in the majority, I shall respect divergent opinions.

Legal Reference:

EDUCATION CODE

1040-1047 Duties and responsibilities of county boards

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with the law

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-544963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: http://www.csba.org

Bylaw SAN YSIDRO SCHOOL DISTRICT

adopted: April 11, 2019 San Ysidro, California

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2020-21

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune and the District's website on May 19, 2020. The proposed budget was made available for public inspection on June 15, 2020. The District is requesting that a public hearing be conducted for any interested parties to comment on the 2020-21 Proposed Budget which will be presented for approval/adoption at its next regular Board meeting to be held on June 25, 2020.

PROPOSED BUDGET UNDER SEPARATE COVER

RECOMMENDATION:
Conduct Public Hearing for the District's 2020-21 Proposed Budget.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

PROPOSED BUDGET 2020 - 2021

Regular Board Meeting
June 18, 2020

ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

Insert "X" in applicable boxes:

[x] This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

[ ] If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: San Ysidro School District Website
Date: June 15, 2020 - June 17, 2020

Public Hearing:

Place: Via Teleconference
Date: June 18, 2020
Time: 06:00 PM

Adoption Date: June 25, 2020

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Marilyn Adrianzen
Telephone: 619-428-4476, ext. 3004

Title: CBO
E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.		X
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		X

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	Dec 15, 2020	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?		X
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

( ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$
Less: Amount of total liabilities reserved in budget:	$
Estimated accrued but unfunded liabilities:	$ 0.00

(X) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

( ) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 25, 2020

For additional information on this certification, please contact:

Name: Marilyn Adrianzen

Title: CBO

Telephone: (619) 428-4476, ext. 3004

E-mail: marilyn.adrianzen@sysdschools.org

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	46,891,029.00	248,204.00	47,139,233.00	41,969,961.00	255,468.00	42,225,429.00	-10.4%
2) Federal Revenue		8100-8299	300,000.00	5,277,392.00	5,577,392.00	150,000.00	3,521,706.00	3,671,706.00	-34.2%
3) Other State Revenue		8300-8599	1,804,922.00	2,251,040.00	4,055,962.00	778,329.00	2,170,860.00	2,949,189.00	-27.3%
4) Other Local Revenue		8600-8799	457,225.73	3,011,246.00	3,468,471.73	70,000.00	3,312,256.00	3,382,256.00	-2.5%
5) TOTAL, REVENUES			49,453,176.73	10,787,882.00	60,241,058.73	42,968,290.00	9,260,290.00	52,228,580.00	-13.3%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	20,156,119.95	3,880,452.13	24,036,572.08	19,562,735.63	4,306,555.87	23,869,291.50	-0.7%
2) Classified Salaries		2000-2999	7,516,163.57	3,293,580.87	10,809,744.44	6,913,179.86	3,376,177.04	10,289,356.90	-4.8%
3) Employee Benefits		3000-3999	9,398,618.69	4,440,302.00	13,838,920.69	8,979,328.62	4,662,775.64	13,642,104.26	-1.4%
4) Books and Supplies		4000-4999	1,194,881.46	2,054,605.64	3,249,487.10	564,050.00	1,900,918.61	2,464,968.61	-24.1%
5) Services and Other Operating Expenditures		5000-5999	4,447,754.00	4,654,034.42	9,101,788.42	3,399,755.00	2,818,087.75	6,217,842.75	-31.7%
6) Capital Outlay		6000-6999	67,906.00	35,000.00	102,906.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	1,257,260.00	1,257,260.00	0.00	253,630.00	253,630.00	-79.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(469,968.00)	326,968.00	(143,000.00)	(211,334.80)	102,385.80	(108,949.00)	-23.8%
9) TOTAL, EXPENDITURES			42,311,475.67	19,942,203.06	62,253,678.73	39,207,714.31	17,420,530.71	56,628,245.02	-9.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,141,701.06	(9,154,321.06)	(2,012,620.00)	3,760,575.69	(8,160,240.71)	(4,399,665.02)	118.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	100,000.00	0.00	100,000.00	106,342.29	0.00	106,342.29	6.3%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(7,968,260.01)	7,968,260.01	0.00	(8,160,240.71)	8,160,240.71	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,068,260.01)	7,968,260.01	(100,000.00)	(8,266,583.00)	8,160,240.71	(106,342.29)	6.3%

9

12.12 & 12.13
Page 8 of 100

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(926,558.95)	(1,186,061.05)	(2,112,620.00)	(4,506,007.31)	0.00	(4,506,007.31)	113.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	1,106,469.23	1,523,582.08	2,630,051.31	179,910.28	337,521.03	517,431.31	-80.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,106,469.23	1,523,582.08	2,630,051.31	179,910.28	337,521.03	517,431.31	-80.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,106,469.23	1,523,582.08	2,630,051.31	179,910.28	337,521.03	517,431.31	-80.3%
2) Ending Balance, June 30 (E + F1e)			179,910.28	337,521.03	517,431.31	(4,326,097.03)	337,521.03	(3,988,576.00)	-870.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	337,521.10	337,521.10	0.00	337,521.10	337,521.10	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	179,910.28	(0.07)	179,910.21	(4,326,097.03)	(0.07)	(4,326,097.10)	-2504.6%

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Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

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Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	23,914,967.00	0.00	23,914,967.00	19,023,653.00	0.00	19,023,653.00	-20.5%
Education Protection Account State Aid - Current Year		8012	871,354.00	0.00	871,354.00	841,600.00	0.00	841,600.00	-3.4%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	124,523.00	0.00	124,523.00	124,523.00	0.00	124,523.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	19,171,724.00	0.00	19,171,724.00	19,171,724.00	0.00	19,171,724.00	0.0%
Unsecured Roll Taxes		8042	634,677.00	0.00	634,677.00	634,677.00	0.00	634,677.00	0.0%
Prior Years' Taxes		8043	2,042.00	0.00	2,042.00	2,042.00	0.00	2,042.00	0.0%
Supplemental Taxes		8044	627,307.00	0.00	627,307.00	627,307.00	0.00	627,307.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(101,816.00)	0.00	(101,816.00)	(101,816.00)	0.00	(101,816.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,646,251.00	0.00	1,646,251.00	1,646,251.00	0.00	1,646,251.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			46,891,029.00	0.00	46,891,029.00	41,969,961.00	0.00	41,969,961.00	-10.5%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	248,204.00	248,204.00	0.00	255,468.00	255,468.00	2.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	2019-20 Estimated Actuals Restricted (B)	2019-20 Estimated Actuals Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	2020-21 Budget Restricted (E)	2020-21 Budget Total Fund col. D + E (F)	% Diff Column C & F
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			46,891,029.00	248,204.00	47,139,233.00	41,969,961.00	255,468.00	42,225,429.00	-10.4%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	894,056.00	894,056.00	0.00	710,774.00	710,774.00	-20.5%
Special Education Discretionary Grants		8182	0.00	122,273.00	122,273.00	0.00	79,537.00	79,537.00	-35.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,342,687.00	2,342,687.00		969,290.00	969,290.00	-58.6%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		330,177.00	330,177.00		0.00	0.00	-100.0%
Title III, Part A, Immigrant Student Program	4201	8290		90,231.00	90,231.00		0.00	0.00	-100.0%

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Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	2019-20 Estimated Actuals Restricted (B)	2019-20 Estimated Actuals Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	2020-21 Budget Restricted (E)	2020-21 Budget Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		808,688.00	808,688.00		270,440.00	270,440.00	-66.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		664,280.00	664,280.00		326,325.00	326,325.00	-50.9%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	300,000.00	25,000.00	325,000.00	150,000.00	1,165,340.00	1,315,340.00	304.7%
TOTAL, FEDERAL REVENUE			300,000.00	5,277,392.00	5,577,392.00	150,000.00	3,521,706.00	3,671,706.00	-34.2%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	140,025.00	0.00	140,025.00	135,255.00	0.00	135,255.00	-3.4%
Lottery - Unrestricted and Instructional Materials		8560	655,781.00	227,998.00	883,779.00	643,074.00	226,967.00	870,041.00	-1.6%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,009,116.00	2,023,042.00	3,032,158.00	0.00	1,943,893.00	1,943,893.00	-35.9%
TOTAL, OTHER STATE REVENUE			1,804,922.00	2,251,040.00	4,055,962.00	778,329.00	2,170,860.00	2,949,189.00	-27.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	2019-20 Estimated Actuals Restricted (B)	2019-20 Estimated Actuals Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	2020-21 Budget Restricted (E)	2020-21 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	253,630.00	253,630.00	0.00	253,630.00	253,630.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	100,000.00	0.00	100,000.00	0.00	0.00	0.00	-100.0%
Interest		8660	169,587.00	0.00	169,587.00	70,000.00	0.00	70,000.00	-58.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	884,515.00	884,515.00	0.00	778,129.00	778,129.00	-12.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	187,638.73	0.00	187,638.73	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,873,101.00	1,873,101.00		2,280,497.00	2,280,497.00	21.7%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			457,225.73	3,011,246.00	3,468,471.73	70,000.00	3,312,256.00	3,382,256.00	-2.5%
TOTAL, REVENUES			49,453,176.73	10,787,882.00	60,241,058.73	42,968,290.00	9,260,290.00	52,228,580.00	-13.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	2019-20 Estimated Actuals Restricted (B)	2019-20 Estimated Actuals Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	2020-21 Budget Restricted (E)	2020-21 Budget Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	17,973,020.46	3,200,196.35	21,173,216.81	16,977,580.77	3,316,471.41	20,294,052.18	-4.2%
Certificated Pupil Support Salaries		1200	278,079.04	315,804.95	593,883.99	555,208.53	573,800.51	1,129,009.04	90.1%
Certificated Supervisors' and Administrators' Salaries		1300	1,905,020.45	364,450.83	2,269,471.28	2,029,946.33	416,283.95	2,446,230.28	7.8%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			20,156,119.95	3,880,452.13	24,036,572.08	19,562,735.63	4,306,555.87	23,869,291.50	-0.7%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	800,000.00	2,329,082.66	3,129,082.66	0.00	2,403,057.86	2,403,057.86	-23.2%
Classified Support Salaries		2200	3,015,843.01	468,312.09	3,484,155.10	2,998,828.49	481,638.07	3,480,466.56	-0.1%
Classified Supervisors' and Administrators' Salaries		2300	866,007.77	242,114.75	1,108,122.52	878,923.71	239,740.32	1,118,664.03	1.0%
Clerical, Technical and Office Salaries		2400	2,291,447.56	254,071.37	2,545,518.93	2,355,718.06	251,740.79	2,607,458.85	2.4%
Other Classified Salaries		2900	542,865.23	0.00	542,865.23	679,709.60	0.00	679,709.60	25.2%
TOTAL, CLASSIFIED SALARIES			7,516,163.57	3,293,580.87	10,809,744.44	6,913,179.86	3,376,177.04	10,289,356.90	-4.8%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,090,485.83	2,229,128.85	5,319,614.68	3,077,456.82	2,293,000.11	5,370,456.93	1.0%
PERS		3201-3202	1,170,200.76	666,730.16	1,836,930.92	1,312,214.72	691,407.02	2,003,621.74	9.1%
OASDI/Medicare/Alternative		3301-3302	713,290.96	301,990.55	1,015,281.51	687,635.68	299,295.91	986,931.59	-2.8%
Health and Welfare Benefits		3401-3402	3,450,714.84	1,071,257.67	4,521,972.51	2,914,600.00	1,191,300.00	4,105,900.00	-9.2%
Unemployment Insurance		3501-3502	12,661.97	3,830.92	16,492.89	13,176.15	3,763.58	16,939.73	2.7%
Workers' Compensation		3601-3602	632,847.33	167,363.85	800,211.18	645,828.25	184,009.02	829,837.27	3.7%
OPEB, Allocated		3701-3702	328,417.00	0.00	328,417.00	328,417.00	0.00	328,417.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			9,398,618.69	4,440,302.00	13,838,920.69	8,979,328.62	4,662,775.64	13,642,104.26	-1.4%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	327,649.00	327,649.00	0.00	226,967.00	226,967.00	-30.7%
Books and Other Reference Materials		4200	0.00	92,059.97	92,059.97	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	1,114,131.46	1,626,523.67	2,740,655.13	544,050.00	1,673,951.61	2,218,001.61	-19.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Noncapitalized Equipment		4400	80,750.00	8,373.00	89,123.00	20,000.00	0.00	20,000.00	-77.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,194,881.46	2,054,605.64	3,249,487.10	564,050.00	1,900,918.61	2,464,968.61	-24.1%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	75,000.00	75,000.00	0.00	0.00	0.00	-100.0%
Travel and Conferences		5200	38,900.00	227,908.00	266,808.00	12,000.00	0.00	12,000.00	-95.5%
Dues and Memberships		5300	9,500.00	2,600.00	12,100.00	22,500.00	0.00	22,500.00	86.0%
Insurance		5400 - 5450	569,800.00	0.00	569,800.00	570,000.00	0.00	570,000.00	0.0%
Operations and Housekeeping Services		5500	1,386,000.00	0.00	1,386,000.00	1,080,000.00	0.00	1,080,000.00	-22.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	579,000.00	632,929.42	1,211,929.42	195,000.00	640,000.00	835,000.00	-31.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	14,500.00	2,000.00	16,500.00	0.00	0.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	1,719,054.00	3,713,597.00	5,432,651.00	1,422,255.00	2,178,087.75	3,600,342.75	-33.7%
Communications		5900	131,000.00	0.00	131,000.00	98,000.00	0.00	98,000.00	-25.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,447,754.00	4,654,034.42	9,101,788.42	3,399,755.00	2,818,087.75	6,217,842.75	-31.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	2019-20 Estimated Actuals Restricted (B)	2019-20 Estimated Actuals Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	2020-21 Budget Restricted (E)	2020-21 Budget Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	67,906.00	35,000.00	102,906.00	0.00	0.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			67,906.00	35,000.00	102,906.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	50,000.00	50,000.00	0.00	0.00	0.00	-100.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	953,630.00	953,630.00	0.00	0.00	0.00	-100.0%
Other Debt Service - Principal		7439	0.00	253,630.00	253,630.00	0.00	253,630.00	253,630.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	1,257,260.00	1,257,260.00	0.00	253,630.00	253,630.00	-79.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(326,968.00)	326,968.00	0.00	(102,385.80)	102,385.80	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(143,000.00)	0.00	(143,000.00)	(108,949.00)	0.00	(108,949.00)	-23.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(469,968.00)	326,968.00	(143,000.00)	(211,334.80)	102,385.80	(108,949.00)	-23.8%
TOTAL, EXPENDITURES			42,311,475.67	19,942,203.06	62,253,678.73	39,207,714.31	17,420,530.71	56,628,245.02	-9.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	100,000.00	0.00	100,000.00	106,342.29	0.00	106,342.29	6.3%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			100,000.00	0.00	100,000.00	106,342.29	0.00	106,342.29	6.3%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

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Description	Resource Codes	Object Codes	2019-20 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2020-21 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(7,968,260.01)	7,968,260.01	0.00	(8,160,240.71)	8,160,240.71	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(7,968,260.01)	7,968,260.01	0.00	(8,160,240.71)	8,160,240.71	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(8,068,260.01)	7,968,260.01	(100,000.00)	(8,266,583.00)	8,160,240.71	(106,342.29)	6.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	412,806.00	297,000.00	-28.1%
3) Other State Revenue		8300-8599	1,386,714.00	1,415,291.00	2.1%
4) Other Local Revenue		8600-8799	148,044.60	68,750.00	-53.6%
5) TOTAL, REVENUES			1,947,564.60	1,781,041.00	-8.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	672,227.63	591,408.81	-12.0%
2) Classified Salaries		2000-2999	560,459.16	490,983.45	-12.4%
3) Employee Benefits		3000-3999	343,733.44	317,755.64	-7.6%
4) Books and Supplies		4000-4999	288,362.74	165,620.38	-42.6%
5) Services and Other Operating Expenditures		5000-5999	46,781.68	106,323.72	127.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	36,000.00	108,949.00	202.6%
9) TOTAL, EXPENDITURES			1,947,564.65	1,781,041.00	-8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(0.05)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(0.05)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	127,583.51	127,583.46	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			127,583.51	127,583.46	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			127,583.51	127,583.46	0.0%
2) Ending Balance, June 30 (E + F1e)			127,583.46	127,583.46	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	127,583.50	127,583.50	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.04)	(0.04)	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	297,000.00	297,000.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	115,806.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			412,806.00	297,000.00	-28.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,386,714.00	1,415,291.00	2.1%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,386,714.00	1,415,291.00	2.1%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	1,500.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	142,916.00	68,750.00	-51.9%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,628.60	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			148,044.60	68,750.00	-53.6%
TOTAL, REVENUES			1,947,564.60	1,781,041.00	-8.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	513,005.55	448,463.17	-12.6%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	159,222.08	142,945.64	-10.2%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			672,227.63	591,408.81	-12.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	341,679.51	276,902.51	-19.0%
Classified Support Salaries		2200	143,754.81	139,802.04	-2.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	70,364.83	62,324.42	-11.4%
Other Classified Salaries		2900	4,660.01	11,954.48	156.5%
TOTAL, CLASSIFIED SALARIES			560,459.16	490,983.45	-12.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	103,572.69	88,853.10	-14.2%
PERS		3201-3202	71,847.55	63,551.69	-11.5%
OASDI/Medicare/Alternative		3301-3302	37,369.64	33,877.61	-9.3%
Health and Welfare Benefits		3401-3402	101,135.26	104,500.00	3.3%
Unemployment Insurance		3501-3502	662.72	541.20	-18.3%
Workers' Compensation		3601-3602	29,145.58	26,432.04	-9.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			343,733.44	317,755.64	-7.6%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	278,587.74	165,620.38	-40.6%
Noncapitalized Equipment		4400	9,775.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			288,362.74	165,620.38	-42.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,150.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	28,331.18	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,000.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	11,100.50	106,323.72	857.8%
Communications		5900	200.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			46,781.68	106,323.72	127.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	36,000.00	108,949.00	202.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			36,000.00	108,949.00	202.6%
TOTAL, EXPENDITURES			1,947,564.65	1,781,041.00	-8.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,157,829.00	2,016,000.00	-6.6%
3) Other State Revenue		8300-8599	0.00	131,000.00	New
4) Other Local Revenue		8600-8799	8,000.00	1,000.00	-87.5%
5) TOTAL, REVENUES			2,165,829.00	2,148,000.00	-0.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	961,119.63	867,521.53	-9.7%
3) Employee Benefits		3000-3999	407,573.24	393,820.76	-3.4%
4) Books and Supplies		4000-4999	830,647.00	955,000.00	15.0%
5) Services and Other Operating Expenditures		5000-5999	64,261.88	38,000.00	-40.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	107,000.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			2,370,601.75	2,254,342.29	-4.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(204,772.75)	(106,342.29)	-48.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	100,000.00	106,342.29	6.3%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			100,000.00	106,342.29	6.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(104,772.75)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	104,772.75	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			104,772.75	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			104,772.75	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	2,157,829.00	2,016,000.00	-6.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,157,829.00	2,016,000.00	-6.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	131,000.00	New
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	131,000.00	New
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	6,000.00	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,000.00	1,000.00	-50.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,000.00	1,000.00	-87.5%
TOTAL, REVENUES			2,165,829.00	2,148,000.00	-0.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	787,336.07	690,488.62	-12.3%
Classified Supervisors' and Administrators' Salaries		2300	120,135.72	122,580.35	2.0%
Clerical, Technical and Office Salaries		2400	53,647.84	54,452.56	1.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			961,119.63	867,521.53	-9.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	164,483.76	149,545.62	-9.1%
OASDI/Medicare/Alternative		3301-3302	64,130.15	51,656.51	-19.5%
Health and Welfare Benefits		3401-3402	154,450.78	171,000.00	10.7%
Unemployment Insurance		3501-3502	480.56	433.76	-9.7%
Workers' Compensation		3601-3602	24,027.99	21,184.87	-11.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			407,573.24	393,820.76	-3.4%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	30,500.00	55,000.00	80.3%
Noncapitalized Equipment		4400	3,000.00	0.00	-100.0%
Food		4700	797,147.00	900,000.00	12.9%
TOTAL, BOOKS AND SUPPLIES			830,647.00	955,000.00	15.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,000.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	2,000.00	New
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	70,000.00	16,000.00	-77.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(18,500.00)	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	10,261.88	20,000.00	94.9%
Communications		5900	1,500.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			64,261.88	38,000.00	-40.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	107,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			107,000.00	0.00	-100.0%
TOTAL, EXPENDITURES			2,370,601.75	2,254,342.29	-4.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	100,000.00	106,342.29	6.3%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			100,000.00	106,342.29	6.3%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			100,000.00	106,342.29	6.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	715.00	1,050.00	46.9%
5) TOTAL, REVENUES			715.00	1,050.00	46.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	964.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			964.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(249.00)	1,050.00	-521.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(249.00)	1,050.00	-521.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,637.05	3,388.05	-6.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,637.05	3,388.05	-6.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,637.05	3,388.05	-6.8%
2) Ending Balance, June 30 (E + F1e)			3,388.05	4,438.05	31.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,388.05	4,438.05	31.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	50.00	50.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	665.00	1,000.00	50.4%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			715.00	1,050.00	46.9%
TOTAL, REVENUES			715.00	1,050.00	46.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	964.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			964.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			964.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,102,442.00	3,326,875.00	7.2%
5) TOTAL, REVENUES			3,102,442.00	3,326,875.00	7.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,102,442.00	3,326,875.00	7.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,581,742.00	3,295,115.00	27.6%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,581,742.00)	(3,295,115.00)	27.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			520,700.00	31,760.00	-93.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,649,786.51	4,170,486.51	14.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,649,786.51	4,170,486.51	14.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,649,786.51	4,170,486.51	14.3%
2) Ending Balance, June 30 (E + F1e)			4,170,486.51	4,202,246.51	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,170,486.51	4,202,246.51	0.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	2,581,742.00	3,295,115.00	27.6%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	17,200.00	31,760.00	84.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	503,500.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,102,442.00	3,326,875.00	7.2%
TOTAL, REVENUES			3,102,442.00	3,326,875.00	7.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	2,581,742.00	3,295,115.00	27.6%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,581,742.00	3,295,115.00	27.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,581,742.00)	(3,295,115.00)	27.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,581,742.00	3,295,115.00	27.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,581,742.00	3,295,115.00	27.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,581,742.00)	(3,295,115.00)	27.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,581,742.00	3,295,115.00	27.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,581,742.00	3,295,115.00	27.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Other		8622	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	1,416,742.00	0.00	-100.0%
Other Debt Service - Principal		7439	1,165,000.00	3,295,115.00	182.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,581,742.00	3,295,115.00	27.6%
TOTAL, EXPENDITURES			2,581,742.00	3,295,115.00	27.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	2,581,742.00	3,295,115.00	27.6%
(a) TOTAL, INTERFUND TRANSFERS IN			2,581,742.00	3,295,115.00	27.6%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,581,742.00	3,295,115.00	27.6%

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,202.82	4,203.10	4,202.82	4,169.88	4,169.88	4,208.00
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,202.82	4,203.10	4,202.82	4,169.88	4,169.88	4,208.00
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,202.82	4,203.10	4,202.82	4,169.88	4,169.88	4,208.00
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools	5.18	5.18	5.18	5.18	5.18	5.18
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	5.18	5.18	5.18	5.18	5.18	5.18
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	5.18	5.18	5.18	5.18	5.18	5.18
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	24,036,572.08	301	0.00	303	24,036,572.08	305	1,522,144.89		307	22,514,427.19	309
2000 - Classified Salaries	10,809,744.44	311	0.00	313	10,809,744.44	315	438,378.99		317	10,371,365.45	319
3000 - Employee Benefits	13,838,920.69	321	328,417.00	323	13,510,503.69	325	446,363.85		327	13,064,139.84	329
4000 - Books, Supplies Equip Replace. (6500)	3,249,487.10	331	0.00	333	3,249,487.10	335	528,679.77		337	2,720,807.33	339
5000 - Services. . . & 7300 - Indirect Costs	8,958,788.42	341	0.00	343	8,958,788.42	345	475,821.00		347	8,482,967.42	349
				TOTAL	60,565,095.73	365			TOTAL	57,153,707.23	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	21,173,216.81	375
2. Salaries of Instructional Aides Per EC 41011	2100	3,129,082.66	380
3. STRS	3101 & 3102	4,855,665.89	382
4. PERS	3201 & 3202	563,545.40	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	490,886.27	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	2,941,091.02	385
7. Unemployment Insurance	3501 & 3502	11,554.90	390
8. Workers' Compensation Insurance	3601 & 3602	553,336.83	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		33,718,379.78	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		33,718,379.78	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		59.00%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%	
2. Percentage spent by this district (Part II, Line 15)	59.00%	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	1.00%	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	57,153,707.23	
5. Deficiency Amount (Part III, Line 3 times Line 4)	571,537.07	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

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PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	23,869,291.50	301	0.00	303	23,869,291.50	305	207,904.66		307	23,661,386.84	309
2000 - Classified Salaries	10,289,356.90	311	0.00	313	10,289,356.90	315	327,727.86		317	9,961,629.04	319
3000 - Employee Benefits	13,642,104.26	321	328,417.00	323	13,313,687.26	325	239,656.83		327	13,074,030.43	329
4000 - Books, Supplies Equip Replace. (6500)	2,464,968.61	331	0.00	333	2,464,968.61	335	226,967.00		337	2,238,001.61	339
5000 - Services. . . & 7300 - Indirect Costs	6,108,893.75	341	0.00	343	6,108,893.75	345	291,963.32		347	5,816,930.43	349
				TOTAL	56,046,198.02	365			TOTAL	54,751,978.35	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	20,294,052.18	375
2. Salaries of Instructional Aides Per EC 41011	2100	2,403,057.86	380
3. STRS	3101 & 3102	4,868,964.25	382
4. PERS	3201 & 3202	555,522.97	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	465,425.50	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	2,650,500.00	385
7. Unemployment Insurance	3501 & 3502	11,395.50	390
8. Workers' Compensation Insurance	3601 & 3602	557,607.08	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		31,806,525.34	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		31,806,525.34	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		58.09%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2.	Percentage spent by this district (Part II, Line 15)	58.09%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	1.91%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	54,751,978.35
5.	Deficiency Amount (Part III, Line 3 times Line 4)	1,045,762.79

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

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Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	41,969,961.00	-1.02%	41,540,746.00	-1.65%	40,855,443.00
2. Federal Revenues	8100-8299	150,000.00	0.00%	150,000.00	0.00%	150,000.00
3. Other State Revenues	8300-8599	778,329.00	-2.04%	762,417.00	-1.40%	751,773.00
4. Other Local Revenues	8600-8799	70,000.00	0.00%	70,000.00	0.00%	70,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(8,160,240.71)	1.50%	(8,282,646.00)	2.00%	(8,448,298.00)
6. Total (Sum lines A1 thru A5c)		34,808,049.29	-1.63%	34,240,517.00	-2.52%	33,378,918.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				19,562,735.63		19,694,448.00
b. Step & Column Adjustment				293,441.03		295,416.72
c. Cost-of-Living Adjustment						
d. Other Adjustments				(161,728.66)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	19,562,735.63	0.67%	19,694,448.00	1.50%	19,989,864.72
2. Classified Salaries						
a. Base Salaries				6,913,179.86		7,016,877.56
b. Step & Column Adjustment				103,697.70		105,253.16
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,913,179.86	1.50%	7,016,877.56	1.50%	7,122,130.72
3. Employee Benefits	3000-3999	8,979,328.62	5.36%	9,460,231.00	10.81%	10,483,160.00
4. Books and Supplies	4000-4999	564,050.00	-3.51%	544,227.00	0.42%	546,528.00
5. Services and Other Operating Expenditures	5000-5999	3,399,755.00	-0.01%	3,399,263.00	-0.82%	3,371,327.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(211,334.80)	1.73%	(214,991.00)	2.12%	(219,549.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	106,342.29	-100.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		39,314,056.60	1.49%	39,900,055.56	3.49%	41,293,461.44
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(4,506,007.31)		(5,659,538.56)		(7,914,543.44)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		179,910.28		(4,326,097.03)		(9,985,635.59)
2. Ending Fund Balance (Sum lines C and D1)		(4,326,097.03)		(9,985,635.59)		(17,900,179.03)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	(4,326,097.03)		(9,985,635.59)		(17,900,179.03)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		(4,326,097.03)		(9,985,635.59)		(17,900,179.03)

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	(4,326,097.03)		(9,985,635.59)		(17,900,179.03)
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		(4,326,097.03)		(9,985,635.59)		(17,900,179.03)

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The reduction is due to a possible retirement of one employee in 20-21.

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	255,468.00	0.00%	255,468.00	0.00%	255,468.00
2. Federal Revenues	8100-8299	3,521,706.00	-32.37%	2,381,706.00	0.00%	2,381,706.00
3. Other State Revenues	8300-8599	2,170,860.00	-0.08%	2,169,067.00	-0.35%	2,161,488.00
4. Other Local Revenues	8600-8799	3,312,256.00	0.00%	3,312,256.00	0.00%	3,312,256.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	8,160,240.71	1.50%	8,282,646.00	2.00%	8,448,298.00
6. Total (Sum lines A1 thru A5c)		17,420,530.71	-5.85%	16,401,143.00	0.96%	16,559,216.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				4,306,555.87		4,371,154.21
b. Step & Column Adjustment				64,598.34		65,567.31
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	4,306,555.87	1.50%	4,371,154.21	1.50%	4,436,721.52
2. Classified Salaries						
a. Base Salaries				3,376,177.04		3,426,819.70
b. Step & Column Adjustment				50,642.66		51,402.30
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,376,177.04	1.50%	3,426,819.70	1.50%	3,478,222.00
3. Employee Benefits	3000-3999	4,662,775.64	4.58%	4,876,389.00	6.84%	5,210,067.00
4. Books and Supplies	4000-4999	1,900,918.61	-59.94%	761,538.00	-0.23%	759,758.00
5. Services and Other Operating Expenditures	5000-5999	2,818,087.75	-3.26%	2,726,149.00	2.12%	2,783,943.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	253,630.00	0.00%	253,630.00	-100.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	102,385.80	1.73%	104,157.00	2.12%	106,365.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		17,420,530.71	-5.17%	16,519,836.91	1.55%	16,775,076.52
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		0.00		(118,693.91)		(215,860.52)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		337,521.03		337,521.03		218,827.12
2. Ending Fund Balance (Sum lines C and D1)		337,521.03		218,827.12		2,966.60
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	337,521.10		218,827.12		2,966.60
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(0.07)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		337,521.03		218,827.12		2,966.60

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2						
in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	42,225,429.00	-1.02%	41,796,214.00	-1.64%	41,110,911.00
2. Federal Revenues	8100-8299	3,671,706.00	-31.05%	2,531,706.00	0.00%	2,531,706.00
3. Other State Revenues	8300-8599	2,949,189.00	-0.60%	2,931,484.00	-0.62%	2,913,261.00
4. Other Local Revenues	8600-8799	3,382,256.00	0.00%	3,382,256.00	0.00%	3,382,256.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		52,228,580.00	-3.04%	50,641,660.00	-1.39%	49,938,134.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				23,869,291.50		24,065,602.21
b. Step & Column Adjustment				358,039.37		360,984.03
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(161,728.66)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	23,869,291.50	0.82%	24,065,602.21	1.50%	24,426,586.24
2. Classified Salaries						
a. Base Salaries				10,289,356.90		10,443,697.26
b. Step & Column Adjustment				154,340.36		156,655.46
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,289,356.90	1.50%	10,443,697.26	1.50%	10,600,352.72
3. Employee Benefits	3000-3999	13,642,104.26	5.09%	14,336,620.00	9.46%	15,693,227.00
4. Books and Supplies	4000-4999	2,464,968.61	-47.03%	1,305,765.00	0.04%	1,306,286.00
5. Services and Other Operating Expenditures	5000-5999	6,217,842.75	-1.49%	6,125,412.00	0.49%	6,155,270.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	253,630.00	0.00%	253,630.00	-100.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(108,949.00)	1.73%	(110,834.00)	2.12%	(113,184.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	106,342.29	-100.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		56,734,587.31	-0.55%	56,419,892.47	2.92%	58,068,537.96
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(4,506,007.31)		(5,778,232.47)		(8,130,403.96)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		517,431.31		(3,988,576.00)		(9,766,808.47)
2. Ending Fund Balance (Sum lines C and D1)		(3,988,576.00)		(9,766,808.47)		(17,897,212.43)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	337,521.10		218,827.12		2,966.60
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	(4,326,097.10)		(9,985,635.59)		(17,900,179.03)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		(3,988,576.00)		(9,766,808.47)		(17,897,212.43)

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	(4,326,097.03)		(9,985,635.59)		(17,900,179.03)
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(0.07)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		(4,326,097.10)		(9,985,635.59)		(17,900,179.03)
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		-7.63%		-17.70%		-30.83%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d						
(Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		4,169.88		4,099.10		4,029.53
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		56,734,587.31		56,419,892.47		58,068,537.96
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		56,734,587.31		56,419,892.47		58,068,537.96
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,702,037.62		1,692,596.77		1,742,056.14
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,702,037.62		1,692,596.77		1,742,056.14
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		NO		NO		NO

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 4,170

District's ADA Standard Percentage Level: 1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	4,584	4,590		
Charter School				
Total ADA	**4,584**	**4,590**	**N/A**	**Met**
Second Prior Year (2018-19)				
District Regular	4,508	4,508		
Charter School				
Total ADA	**4,508**	**4,508**	**0.0%**	**Met**
First Prior Year (2019-20)				
District Regular	4,351	4,203		
Charter School		0		
Total ADA	**4,351**	**4,203**	**3.4%**	**Not Met**
Budget Year (2020-21)				
District Regular	4,208			
Charter School	0			
Total ADA	**4,208**			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Funded ADA was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation: (required if NOT met)
SYSD is experiencing a decline in enrollment. Over the past 3 years, our district has lost approximately 300 students.

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation: (required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 4,170

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	4,856	4,733		
Charter School				
Total Enrollment	**4,856**	**4,733**	**2.5%**	**Not Met**
Second Prior Year (2018-19)				
District Regular	4,833	4,578		
Charter School				
Total Enrollment	**4,833**	**4,578**	**5.3%**	**Not Met**
First Prior Year (2019-20)				
District Regular	4,506	4,474		
Charter School				
Total Enrollment	**4,506**	**4,474**	**0.7%**	**Met**
Budget Year (2020-21)				
District Regular	4,398			
Charter School				
Total Enrollment	**4,398**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation: (required if NOT met)

1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation: (required if NOT met)

SYSD is experiencing a significant decline in enrollment.

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	4,508	4,733	
Charter School		0	
Total ADA/Enrollment	**4,508**	**4,733**	**95.2%**
Second Prior Year (2018-19)			
District Regular	4,351	4,578	
Charter School			
Total ADA/Enrollment	**4,351**	**4,578**	**95.0%**
First Prior Year (2019-20)			
District Regular	4,203	4,474	
Charter School	0		
Total ADA/Enrollment	**4,203**	**4,474**	**93.9%**
		Historical Average Ratio:	94.7%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**95.2%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2020-21)				
District Regular	4,170	4,398		
Charter School	0			
Total ADA/Enrollment	**4,170**	**4,398**	**94.8%**	**Met**
1st Subsequent Year (2021-22)				
District Regular	4,099	4,332		
Charter School				
Total ADA/Enrollment	**4,099**	**4,332**	**94.6%**	**Met**
2nd Subsequent Year (2022-23)				
District Regular	4,030	4,267		
Charter School				
Total ADA/Enrollment	**4,030**	**4,267**	**94.4%**	**Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)[1] and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA[1] and its economic recovery target payment, plus or minus one percent.

[1] Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.
LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	4,202.82	4,208.00		
b. Prior Year ADA (Funded)		4,202.82	4,208.00	0.00
c. Difference (Step 1a minus Step 1b)		5.18	(4,208.00)	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.12%	-100.00%	0.00%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding				
b1. COLA percentage				
b2. COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		0.12%	-100.00%	0.00%
LCFF Revenue Standard (Step 3, plus/minus 1%):		**-.88% to 1.12%**	**-101.00% to -99.00%**	**-1.00% to 1.00%**

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	22,104,708.00	22,104,708.00	22,104,708.00	22,104,708.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	46,891,029.00	41,969,961.00	41,540,746.00	40,855,443.00
District's Projected Change in LCFF Revenue:		-10.49%	-1.02%	-1.65%
LCFF Revenue Standard:		**-.88% to 1.12%**	**-101.00% to -99.00%**	**-1.00% to 1.00%**
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The May Revision applies a negative COLA of -7.92% to the LCFF and other educational programs.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2017-18)	38,026,181.89	47,911,686.20	79.4%
Second Prior Year (2018-19)	38,959,895.01	45,908,048.78	84.9%
First Prior Year (2019-20)	37,070,902.21	42,311,475.67	87.6%
		Historical Average Ratio:	84.0%

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**81.0% to 87.0%**	**81.0% to 87.0%**	**81.0% to 87.0%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2020-21)	35,455,244.11	39,207,714.31	90.4%	Not Met
1st Subsequent Year (2021-22)	36,171,556.56	39,900,055.56	90.7%	Not Met
2nd Subsequent Year (2022-23)	37,595,155.44	41,293,461.44	91.0%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

Salaries and benefits make up about 85% to 90% of the district's budget. With the decline in revenues due to COVID-19, districts are only able to reduce expenditures in the 4000s - 6000s object codes at this time.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	0.12%	-100.00%	0.00%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-9.88% to 10.12%**	**-110.00% to -90.00%**	**-10.00% to 10.00%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-4.88% to 5.12%	-105.00% to -95.00%	-5.00% to 5.00%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2019-20)	5,577,392.00		
Budget Year (2020-21)	3,671,706.00	-34.17%	Yes
1st Subsequent Year (2021-22)	2,531,706.00	-31.05%	Yes
2nd Subsequent Year (2022-23)	2,531,706.00	0.00%	No

Explanation: (required if Yes) ESSER funds are one time only (SYSD allocation = $1.14 million). These funds have been removed beginning in fiscal year 21-22.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2019-20)	4,055,962.00		
Budget Year (2020-21)	2,949,189.00	-27.29%	Yes
1st Subsequent Year (2021-22)	2,931,484.00	-0.60%	Yes
2nd Subsequent Year (2022-23)	2,913,261.00	-0.62%	No

Explanation: (required if Yes) The 19-20 unaudited actuals includes carryover and the 20-21 budget year does not.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2019-20)	3,468,471.73		
Budget Year (2020-21)	3,382,256.00	-2.49%	No
1st Subsequent Year (2021-22)	3,382,256.00	0.00%	Yes
2nd Subsequent Year (2022-23)	3,382,256.00	0.00%	No

Explanation: (required if Yes) The May Revise projects a decline in ASES funds of about 15.5%, or -$142,000. This reduced amount is included in the 20-21 budget.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2019-20)	3,249,487.10		
Budget Year (2020-21)	2,464,968.61	-24.14%	Yes
1st Subsequent Year (2021-22)	1,305,765.00	-47.03%	Yes
2nd Subsequent Year (2022-23)	1,306,286.00	0.04%	No

Explanation: (required if Yes) The reduction in revenues continues in the 2 subsequent years. A reduction in revenue means we must also reduce our operating expenditures. 2019-20 unaudited actuals includes carryover budgets whereas the 20-21 budget does not include carryover budgets.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	9,101,788.42		
Budget Year (2020-21)	6,217,842.75	-31.69%	Yes
1st Subsequent Year (2021-22)	6,125,412.00	-1.49%	Yes
2nd Subsequent Year (2022-23)	6,155,270.00	0.49%	No

Explanation: (required if Yes)
The reduction in revenues continues in the 2 subsequent years. A reduction in revenue means we must also reduce our operating expenditures. 2019-20 unaudited actuals includes carryover budgets whereas the 20-21 budget does not include carryover budgets.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2019-20)	13,101,825.73		
Budget Year (2020-21)	10,003,151.00	-23.65%	Not Met
1st Subsequent Year (2021-22)	8,845,446.00	-11.57%	Not Met
2nd Subsequent Year (2022-23)	8,827,223.00	-0.21%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2019-20)	12,351,275.52		
Budget Year (2020-21)	8,682,811.36	-29.70%	Not Met
1st Subsequent Year (2021-22)	7,431,177.00	-14.42%	Not Met
2nd Subsequent Year (2022-23)	7,461,556.00	0.41%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6B if NOT met)
ESSER funds are one time only (SYSD allocation = $1.14 million). These funds have been removed beginning in fiscal year 21-22.

Explanation: Other State Revenue (linked from 6B if NOT met)
The 19-20 unaudited actuals includes carryover and the 20-21 budget year does not.

Explanation: Other Local Revenue (linked from 6B if NOT met)
The May Revise projects a decline in ASES funds of about 15.5%, or -$142,000. This reduced amount is included in the 20-21 budget.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)
The reduction in revenues continues in the 2 subsequent years. A reduction in revenue means we must also reduce our operating expenditures. 2019-20 unaudited actuals includes carryover budgets whereas the 20-21 budget does not include carryover budgets.

Explanation: Services and Other Exps (linked from 6B if NOT met)
The reduction in revenues continues in the 2 subsequent years. A reduction in revenue means we must also reduce our operating expenditures. 2019-20 unaudited actuals includes carryover budgets whereas the 20-21 budget does not include carryover budgets.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223) — 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	56,734,587.31			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	56,734,587.31	1,702,037.62	1,659,457.84	Not Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation: (required if NOT met and Other is marked)

The May Revise allows flexibility when calculating the 3% required minimum contribution. This flexibility excludes the STRS and PERS on behalf payments. For SYSD, this amount is about $1,670,000.

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	0.00	1,030,686.53	0.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	2,380,624.74	0.00	179,910.28
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	(0.07)
	e. Available Reserves (Lines 1a through 1d)	2,380,624.74	1,030,686.53	179,910.21
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	77,691,441.94	69,817,357.12	62,353,678.73
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	77,691,441.94	69,817,357.12	62,353,678.73
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	3.1%	1.5%	0.3%
	District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**1.0%**	**0.5%**	**0.1%**

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	(7,546,593.62)	48,005,196.38	15.7%	Not Met
Second Prior Year (2018-19)	(4,220,092.68)	46,389,048.78	9.1%	Not Met
First Prior Year (2019-20)	(926,558.95)	42,411,475.67	2.2%	Not Met
Budget Year (2020-21) (Information only)	(4,506,007.31)	39,314,056.60		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation: (required if NOT met)

The deficit spending is due to the decline in State revenues, decline in ADA and a decline in enrollment.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4): 4,170

District's Fund Balance Standard Percentage Level: 1.0%

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2017-18)	10,840,995.00	12,873,155.52	N/A	Met
Second Prior Year (2018-19)	8,066,360.96	5,326,561.90	34.0%	Not Met
First Prior Year (2019-20)	2,682,917.28	1,106,469.23	58.8%	Not Met
Budget Year (2020-21) (Information only)	179,910.28			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted general fund beginning balance was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting the beginning unrestricted fund balance, and what changes, if any, will be made to improve the accuracy of projecting the unrestricted beginning fund balance.

Explanation: (required if NOT met)

The significant change in the beginning balances is due to the unanticipated contribution to the cafeteria fund in the amount of $481,000 (18-19). Fund 13 ended the year with a negative EFB and therefore a contribution was made from the GF.

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or $71,000 (greater of)	0	to	300
4% or $71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	4,170	4,099	4,030
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	56,734,587.31	56,419,892.47	58,068,537.96
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	56,734,587.31	56,419,892.47	58,068,537.96
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,702,037.62	1,692,596.77	1,742,056.14
6. Reserve Standard - by Amount ($71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. **District's Reserve Standard (Greater of Line B5 or Line B6)**	**1,702,037.62**	**1,692,596.77**	**1,742,056.14**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00	0.00	0.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	(4,326,097.03)	(9,985,635.59)	(17,900,179.03)
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	(0.07)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	(4,326,097.10)	(9,985,635.59)	(17,900,179.03)
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	-7.63%	-17.70%	-30.83%
District's Reserve Standard (Section 10B, Line 7):	**1,702,037.62**	**1,692,596.77**	**1,742,056.14**
Status:	Not Met	Not Met	Not Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation: (required if NOT met)

SYSD will not meet the reserve requirement due to the COVID-19 induced economic recession and its impact on the State's Education budget.

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? — No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: **-10.0% to +10.0% or -$20,000 to +$20,000**

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**				
First Prior Year (2019-20)	(7,968,260.01)			
Budget Year (2020-21)	(8,160,240.71)	191,980.70	2.4%	Met
1st Subsequent Year (2021-22)	(8,282,646.00)	122,405.29	1.5%	Met
2nd Subsequent Year (2022-23)	(8,448,298.00)	165,652.00	2.0%	Met
1b. **Transfers In, General Fund ***				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
1c. **Transfers Out, General Fund ***				
First Prior Year (2019-20)	100,000.00			
Budget Year (2020-21)	106,342.29	6,342.29	6.3%	Met
1st Subsequent Year (2021-22)	0.00	(106,342.29)	-100.0%	Not Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

This transfer out is from the GF to the Cafeteria Fund. There are so many unknowns at this time in regards to the CNS program and the provision 2 program.

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments? (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
Capital Leases	7	PNC Loan	Fund 01	1,447,791
Certificates of Participation	28	Fund 49 and fund 01	Fund 52 and fund 01	46,844,715
General Obligation Bonds	33	Fund 21	Fund 51	115,873,130
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01	Fund 01	372,720
Other Long-term Commitments (do not include OPEB):				
QZAB	2	Fund 01	Fund 01	507,260
Pension Liability		Fund 01	Fund 01	62,053,765
TOTAL:				227,099,381

Type of Commitment (continued)	Prior Year (2019-20) Annual Payment (P & I)	Budget Year (2020-21) Annual Payment (P & I)	1st Subsequent Year (2021-22) Annual Payment (P & I)	2nd Subsequent Year (2022-23) Annual Payment (P & I)
Capital Leases	248,852	248,852	248,852	0
Certificates of Participation	3,299,331	3,364,425	3,427,082	3,486,154
General Obligation Bonds	6,322,544	6,691,744	7,030,869	7,293,869
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
QZAB	253,630	253,630	253,630	0
Pension Liability				
Total Annual Payments:	10,124,357	10,558,651	10,960,433	10,780,023
Has total annual payment increased over prior year (2019-20)?		**Yes**	**Yes**	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation: (required if Yes to increase in total annual payments)

The increase in annual payments will be funded by ad valorem property taxes. In addition, COPS will be paid by CFDs (Mello Roos).

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation: (required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:
   a. Are they lifetime benefits? — No
   b. Do benefits continue past age 65? — No
   c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

   b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

Data must be entered.

a. Total OPEB liability	14,334,779.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	14,334,779.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2018

5. OPEB Contributions

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	644,996.00	734,015.00	734,015.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	328,417.00	361,259.00	397,385.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)			
d. Number of retirees receiving OPEB benefits			

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

   No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities
   a. Accrued liability for self-insurance programs
   b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:
The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	251.7	244.7	244.7	244.7

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? — No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits — 249,196

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	2,391,150	2,324,650	2,324,650
3. Percent of H&W cost paid by employer	VARIES	VARIES	VARIES
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	373,794	379,401	385,092
3. Percent change in step & column over prior year	1.5%	1.5%	1.5%

Certificated (Non-management) Attrition (layoffs and retirements)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	220.6	214.0	214.0	214.0

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official? No

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement? No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 136,162

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	2,033,000	2,033,000	2,033,000
3.	Percent of H&W cost paid by employer	varies	varies	varies
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	204,243	207,307	210,417
3.	Percent change in step & column over prior year			

Classified (Non-management) Attrition (layoffs and retirements)

		Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	26.0	26.0	26.0	26.0

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits 47,430

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	247,000	247,000	247,000
3. Percent of H&W cost paid by employer	varies	varies	varies
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	71,144	72,211	73,294
3. Percent change in step & column over prior year	1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of other benefits included in the budget and MYPs?	No	No	No
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Dec 15, 2020

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

12.12 & 12.13
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ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	Yes
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

SAN YSIDRO ELEMENTARY — 2020-21 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/18/2020	APRIL	68379	03300	N. Schuff

District's authorizing signature

				CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL - see detail below)	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
					BEGINNING BALANCE:	$ (2,794,336)	$ (4,687,367)	$ (6,155,382)	$ (8,329,393)	$ (10,281,757)	$ (11,408,136)	$ (5,615,523)	$ (3,937,605)	$ (5,422,645)	$ (7,077,161)	$ (1,804,071)	$ (5,429,111)	
			LCFF SOURCES															
1.1	S	8011		LCFF		$ 951,183	$ 951,183	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 1,712,129	$ 19,023,653
1.2	S	8021-8046		Property Taxes		$ 71,605	$ 407,123	$ 63,421	$ 282,327	$ 799,926	$ 6,153,904	$ 3,019,668	$ 511,461	$ -	$ 7,307,761	$ 306,877	$ 1,534,384	$ 20,458,457
1.3	S	8012		EPA		$ -	$ -	$ 210,400	$ -	$ -	$ 210,400	$ -	$ -	$ 210,400	$ -	$ -	$ 210,400	$ 841,600
1.4	S	8047		RDA Residual Balance & CRD		$ -	$ -	$ -	$ -	$ -	$ -	$ 823,126	$ -	$ -	$ -	$ -	$ 823,126	$ 1,646,251
1.5	S	8096		Charter In Lieu Taxes		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.6	S	8097		Special Education - Prop Tax Transfer		$ -	$ -	$ -	$ -	$ -	$ -	$ 69,868	$ -	$ -	$ 63,275	$ -	$ 122,325	$ 255,468
1.7	A	Multiple		Other Revenue Sources		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8000-8099		TOTAL LCFF SOURCES		$ 1,022,787	$ 1,358,306	$ 1,985,950	$ 1,994,455	$ 2,512,054	$ 8,076,433	$ 5,624,791	$ 2,223,590	$ 1,922,529	$ 9,083,164	$ 2,019,006	$ 4,402,363	$ 42,225,429
			FEDERAL REVENUE															
2.1	A	8110		Impact Aid		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	S	8181&8182		Special Education		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.3	S/A	8285	9068	Assets - Pass Through		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	S	8290	3010&3025	Title I - Fed Cash Mgmt System		$ -	$ -	$ 242,323	$ -	$ -	$ 242,323	$ -	$ -	$ 242,323	$ -	$ -	$ 242,323	$ 969,290
2.5	S	8290	4035	Title II - Fed Cash Mgmt System		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.6	S	8290	4201&4203	Title III - Fed Cash Mgmt System		$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ 270,440
2.7	A	Multiple		Other Federal		$ -	$ 54,879	$ 115,729	$ 84,372	$ 56,587	$ 201,670	$ 155,017	$ 989	$ 40,486	$ 6,401	$ 344,740	$ 446,133	$ 1,507,003
		8100-8299		TOTAL FEDERAL REVENUE		$ -	$ 54,879	$ 425,662	$ 84,372	$ 56,587	$ 511,602	$ 155,017	$ 989	$ 350,419	$ 6,401	$ 344,740	$ 756,066	$ 2,746,733
			OTHER STATE REVENUE															
3.1	S	8311	6500&6510	PA Sp. Ed. (SDUSD, Poway & Infant)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.2	M	8311-8319		PA Recomputations CY & PY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -
3.3	S	8550		Mandate Block		$ -	$ -	$ -	$ -	$ 135,255	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 135,255
3.4	S	8560		Lottery		$ -	$ -	$ -	$ -	$ -	$ -	$ 217,510	$ -	$ -	$ 217,510	$ -	$ 217,510	$ 652,531
3.5	O	8590	7690	STRS On-Behalf - Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ 1,670,000	$ 1,670,000
3.6	A	Multiple		Other State		$ -	$ 7,675	$ 10,890	$ 13,439	$ 41,644	$ (3,529)	$ 35,954	$ 25,028	$ -	$ 50,734	$ -	$ 92,058	$ 273,893
		8300-8599		TOTAL OTHER STATE REVENUE		$ -	$ 7,675	$ 10,890	$ 13,439	$ 176,899	$ (3,529)	$ 253,464	$ 25,028	$ -	$ 268,245	$ -	$ 1,979,568	$ 2,731,679
			OTHER LOCAL REVENUE															
4.1	S	8792	SPED	PA Special Education - Pass Through		$ 114,025	$ 114,025	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 2,280,497
4.2	A	Multiple		Other Local		$ (23,189)	$ 13,051	$ 39,241	$ 38,465	$ 32,691	$ 73,552	$ 62,880	$ 93,827	$ 27,478	$ 130,893	$ 36,794	$ 181,221	$ 706,905
		8600-8799		TOTAL OTHER LOCAL REVENUE		$ 90,836	$ 127,076	$ 244,486	$ 243,710	$ 237,936	$ 278,796	$ 268,125	$ 299,071	$ 232,723	$ 336,138	$ 242,039	$ 386,466	$ 2,987,402
			OTHER FINANCING SOURCES															
5.1	A	8900-8998		Transfers In & Other Sources		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8900-8998		TOTAL OTHER FINANCING SOURCES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8000-8998		TOTAL REVENUE		$ 1,113,623	$ 1,547,935	$ 2,666,988	$ 2,335,976	$ 2,983,475	$ 8,863,302	$ 6,301,397	$ 2,548,679	$ 2,505,670	$ 9,693,948	$ 2,605,785	$ 7,524,464	$ 50,691,242
			SALARIES & BENEFITS															
6.1	A	1000-1999		Certificated		$ 1,856,975	$ 1,902,235	$ 2,418,254	$ 1,822,112	$ 1,948,299	$ 1,943,907	$ 1,948,283	$ 1,936,028	$ 1,958,295	$ 1,962,082	$ 1,985,317	$ 2,028,260	$ 23,710,045
6.2	A	2000-2999		Classified		$ 801,998	$ 847,316	$ 940,036	$ 824,856	$ 850,220	$ 823,128	$ 826,390	$ 833,139	$ 839,470	$ 848,554	$ 852,979	$ 967,722	$ 10,255,808
6.3	A	3000-3999		Benefits		$ 816,171	$ 806,857	$ 858,476	$ 804,500	$ 798,558	$ 812,537	$ 801,543	$ 836,007	$ 801,941	$ 810,693	$ 804,063	$ 1,291,155	$ 10,242,501
6.4	O	3101-3112	7690	STRS On-Behalf - Expense													$ 1,670,000	$ 1,670,000
		1000-3999		TOTAL SALARIES & BENEFITS		$ 3,475,144	$ 3,556,407	$ 4,216,765	$ 3,451,468	$ 3,597,077	$ 3,579,571	$ 3,576,216	$ 3,605,173	$ 3,599,706	$ 3,621,329	$ 3,642,359	$ 5,957,137	$ 45,878,354
			OTHER EXPENDITURES															
7.1	A	4000-4999		Supplies		$ 32,986	$ 317,260	$ 335,096	$ 311,107	$ 159,816	$ 91,881	$ 157,447	$ 103,152	$ 86,573	$ 97,435	$ 144,177	$ 663,564	$ 2,500,495
7.2	A	5500-5599		Utilities		$ 44,581	$ 127,874	$ 84,715	$ 159,746	$ 56,194	$ 99,551	$ 117,769	$ 29,647	$ 77,177	$ 73,657	$ 99,046	$ 71,520	$ 1,041,477
7.3	A	5000-5999		Other Services (Excl. Utilities)		$ 239,028	$ 373,470	$ 458,427	$ 373,737	$ 295,032	$ 283,714	$ 770,655	$ 284,064	$ 367,208	$ 321,562	$ 421,453	$ 684,008	$ 4,872,356
7.4	A	6000-6999		Capital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.5	O	7200-7299		Pass Through Revenues													$ -	$ -
7.6	A	7000-7998		Transfers Out, Other Uses & Outgo		$ -	$ 13,251	$ 26,095	$ (7,718)	$ 1,736	$ 9,180	$ 1,392	$ 11,682	$ 29,522	$ 94	$ 6,416	$ (7,296)	$ 84,354
		4000-7998		TOTAL OTHER EXPENDITURES		$ 316,596	$ 831,855	$ 904,332	$ 836,872	$ 512,777	$ 484,326	$ 1,047,263	$ 428,545	$ 560,481	$ 492,749	$ 671,092	$ 1,411,794	$ 8,498,682
		1000-7998		TOTAL EXPENDITURES		$ 3,791,740	$ 4,388,262	$ 5,121,097	$ 4,288,340	$ 4,109,855	$ 4,063,898	$ 4,623,479	$ 4,033,718	$ 4,160,187	$ 4,114,078	$ 4,313,451	$ 7,368,931	$ 54,377,036

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12.12 & 12.13
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SAN YSIDRO ELEMENTARY — 2020-21 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/18/2020	APRIL	68379	03300	N. Schuff

District's authorizing signature

CHART			JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL - see detail below)	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
		BEGINNING BALANCE:	$ (2,794,336)	$ (4,887,367)	$ (8,155,382)	$ (8,329,393)	$ (10,281,757)	$ (11,408,136)	$ (5,615,523)	$ (3,937,605)	$ (5,422,645)	$ (7,077,161)	$ (1,804,071)	$ (5,429,111)	
	ASSETS	Beginning Bal													
8.1 NP	9111-9199	Other Cash Equivalents													$ -
8.2 NP	9200-9299	Receivables	$ (3,521,831)	$ -	$ 23,120	$ 2,505,502		$ 993,209							$ 3,521,831
8.3 NP	9300-9319	Temporary Loans / Due From													$ -
8.4 NP	9320-9499	Other Assets													$ -
8.5 M	92XX	Deferrals	$ (1,035,893)	$ 1,035,893								$ (306,780)	$ (1,917,374)	$ (2,127,774)	$ (3,316,034)
9111-9499		TOTAL ASSETS (excluding cash 9110)	$ (4,557,724)	$ 1,035,893	$ 23,120	$ 2,505,502	$ -	$ 993,209	$ -	$ -	$ -	$ (306,780)	$ (1,917,374)	$ (2,127,774)	$ 205,797
	CURRENT LIABILITIES	Beginning Bal													
9.1 NP	9500-9599	Payables	$ 1,127,019	$ (450,808)	$ (450,808)	$ (225,404)									$ (1,127,019)
9.2 NP	9650-9659	Unearned Revenue													$ -
9500-9659		TOTAL CURRENT LIABILITIES	$ 1,127,019	$ (450,808)	$ (450,808)	$ (225,404)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,127,019)
	OTHER ACTIVITY														
10.1 NP	9793	Audit Adjustments													$ -
10.2 NP	9795	Other Restatements													$ -
10.3 NP	7999	Expense Suspense													$ -
10.4 NP	8999	Revenue Suspense													$ -
10.5 NP	9910	Payroll Suspense													$ -
10.6 NP	Multiple	Treasury Reconciling Items													$ -
9111-9499		TOTAL OTHER ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		ENDING BALANCE SUBTOTAL Prior to Borrowing	$ (4,887,367)	$ (8,155,382)	$ (8,329,393)	$ (10,281,757)	$ (11,408,136)	$ (5,615,523)	$ (3,937,605)	$ (5,422,645)	$ (7,077,161)	$ (1,804,071)	$ (5,429,111)	$ (7,401,352)	$ (7,401,352)
	BORROWING ACTIVITY	Beginning Bal													
11.1 M	9640	TRAN / TTF Principal Amounts													$ -
11.2 M	8660	TRAN / TTF Premium													$ -
11.3 M	5800	TRAN / TTF Issuance Cost & Interest													$ -
11.4 M	9135&9640	TRAN / TTF Repayment													$ -
11.5 M	9600-9619	Temporary Loans / Due To													$ -
11.6 M	9629-9649	Other Liabilities (Excluding TRANs)													$ -
		TOTAL BORROWING ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		ENDING CASH BALANCE 9110	$ (4,887,367)	$ (8,155,382)	$ (8,329,393)	$ (10,281,757)	$ (11,408,136)	$ (5,615,523)	$ (3,937,605)	$ (5,422,645)	$ (7,077,161)	$ (1,804,071)	$ (5,429,111)	$ (7,401,352)	$ (7,401,352)

12.12 & 12.13
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CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
Action

AGENDA ITEM: LICENSE RENEWAL OF THE SECOND STEP PROGRAM FROM COMMITTEE FOR CHILDREN AS SOCIAL-EMOTIONAL LEARNING TOOL FOR THE 20-21 SCHOOL YEAR

BACKGROUND INFORMATION:

Committee for Children is a company that has advocated for policies to enhance, support, and developed educational programs to advance the safety and well-being of children through social-emotional learning (SEL), like Second Step.

Second Step is a program rooted in social-emotional learning (SEL) that helps transform schools into supportive, successful learning environments uniquely equipped to help children thrive. This program also gives students the tools to excel in and out of the classroom.

San Ysidro School District implemented the Second Step program to students in grades TK through eight last school year and would like to renew the licenses for the 2020-2021 school year.

RECOMMENDATION:

Approve the purchase of license renewal for the Second Step Program from Committee for Children as a social-emotional learning tool for the 2020-2021 school year at the total cost of $8,247.00 from the Title I fund. .

LCAP GOAL AND ACTION/SERVICE:

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

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

Financial Implications? Yes No

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

Requisition #

$8,247.00
(Amount)

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

Recommended for: Approval Denial

Certification Requested Yes No

Committee for Children®

2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5007276
Date	5/8/2020
Customer ID	10134768

Bill To	Ship To
San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States	Oscar Madera San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States

Requested By	Ship To	Setup Admin	Entered By
Oscar Madera	Oscar Madera	Name: Oscar Madera Email: oscar.madera@sysdschools.org	Lisa Wright

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
900690	Second Step Middle School: 1-Year Schoolwide Renewing Subscription ID: 80006182		7/31/2020	7/31/2021	2	$2,749.00	$5,498.00
900690	Second Step Middle School: 1-Year Schoolwide		7/31/2020	7/31/2021	1	$2,749.00	$2,749.00

Subtotal	$8,247.00
Discount	
Shipping & Handling	$0.00
Sales Tax* (%)	$0.00
TOTAL	$8,247.00

Please remit in US Funds.

Make check payable to: Committee for Children

***If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.**

Memo: RENEW 2 SCHOOLWIDE LICENSES IN SUBSCRIPTION 80006182: ID 19708, 19709. CANCEL INDIVIDUAL LICENSES AND ADD ONE NEW SW LICENSE.

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5007276 on your order to guarantee pricing.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services Department
Manuela Colom, Executive Director

☒ Informational
☐ Action

AGENDA ITEM: COVID-19 OPERATIONS WRITTEN REPORT

BACKGROUND INFORMATION:
Executive Order (EO) N-56-20 was established on April 22, 2020, to address the impact of continued school closures in response to the COVID-19 pandemic and the local educational agencies' ability to conduct meaningful annual planning, and the ability to meaningfully engage stakeholders in these processes.

EO N-56-20 issued timeline and approval waivers for the Local Control and Accountability Plan and Budget Overview for Parents as well as waving certain budgetary requirements. The Executive Order also established the requirement that a local educational agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families.

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement and Goal 2: Safety, Climate and Student Engagement.

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

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

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
[Insert LEA Name here]	[Insert Contact Name and Title here]	[Insert Email and Phone here]	[Insert Date of Adoption here]

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

[Add text here]

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

[Add text here]

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

[Add text here]

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

[Add text here]

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

[Add text here]

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 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 #11 (May 1, 2020 through June 8, 2020): ▪ General Fund: 0000006289-0000006323, 0000006325-0000006333 ▪ Child Development Fund: 0000006324

RECOMMENDATION:
Ratify the following purchase orders incurred by the District during the period May 1, 2020 through June 8, 2020.

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	

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

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

PURCHASING REPORT (05/01/20 - 06/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/5/2020	0000006289	003313	BEST BUY	EQUIPMENT	0100	0000000	4400000	064	$ 969.73
5/5/2020	0000006290	004218	ALICIA MARISCAL	PROFESSIONAL SERVICES	0100	0000000	5600005	069	$ 700.00
5/5/2020	0000006291	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 3,304.28
5/6/2020	0000006292	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 4,012.18
5/6/2020	0000006293	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	$ 14,115.18
5/6/2020	0000006293	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	$ 6,151.60
5/6/2020	0000006294	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	$ 11,945.97
5/6/2020	0000006294	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	$ 7,208.50
5/6/2020	0000006294	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	$ 1,883.70
5/6/2020	0000006295	003377	SOUTHWEST SCHOOL & OFFICE	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 474.10
5/6/2020	0000006296	002622	CODESP	MEMBERSHIP	0100	0000000	5800010	062	$ 2,300.00
5/7/2020	0000006297	004554	CARDLOCK VENDING INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 235.00
5/7/2020	0000006298	003529	WESTERN GRAPHIX	TRANSPORTATION SUPPLIES	0100	0982000	4300011	074	$ 298.25
5/7/2020	0000006299	004628	FOLLETT SCHOOL SOLUTIONS,INC	PROFESSIONAL SERVICES	0100	0000001	5800010	061	$ 11,451.25
5/8/2020	0000006300	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000019	4300000	070	$ 9,583.82
5/11/2020	0000006301	001161	HOME DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	$ 120.00
5/11/2020	0000006302	0000000732	INSA USA, INC	MEDICAL SUPPLIES	0100	0000019	4300000	070	$ 23,193.19
5/13/2020	0000006303	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 6,374.00
5/13/2020	0000006304	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	022	$ 298.00
5/13/2020	0000006305	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4400000	022	$ 961.12
5/14/2020	0000006306	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 6,500.00
5/14/2020	0000006307	0000000644	TRANSFINDER CORPORATION	CONTRACTED SERVICES	0100	0982000	5800006	074	$ 7,400.00
5/16/2020	0000006308	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL SERVICES	0100	0000000	5800002	071	$ 2,951.55
5/16/2020	0000006309	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	$ 2,835.50
5/16/2020	0000006310	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800007	071	$ 79.20
5/16/2020	0000006310	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800010	067	$ 61.04
5/19/2020	0000006311	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES-COVID19	0100	0000019	4300020	070	$ 18,531.94
5/19/2020	0000006312	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 243.47
5/20/2020	0000006313	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	$ 924.87
5/20/2020	0000006314	0000000699	EL POLLO GRILL INC	REFRESHMENTS	0100	0000000	4300015	064	$ 300.09
5/21/2020	0000006315	0000000727	GORM, INC.	MEDICAL SUPPLIES	0100	0000019	4300000	070	$ 11,378.40
5/21/2020	0000006316	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 9,987.60
5/25/2020	0000006317	0000000733	VIDEO APPROACH	PROFESSIONAL SERVICES	0100	0000000	5800010	061	$ 19,500.00
5/25/2020	0000006318	002945	PROFESSIONAL TUTORS OF AMERICA	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 15,360.00
5/25/2020	0000006319	000409	SAN DIEGO UNION-TRIBUNE	PROFESSIONAL SERVICES	0100	0000000	5800007	071	$ 370.92
5/25/2020	0000006320	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	$ 18,250.00
5/25/2020	0000006321	000983	CASBO	MEMBERSHIP	0100	0000000	5300000	071	$ 2,000.00
5/27/2020	0000006322	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 230.00
5/27/2020	0000006323	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	$ 1,227.53
5/28/2020	0000006325	004678	AMAZON.COM, INC.	INCENTIVES	0100	0300020	4300001	020	$ 851.93
5/28/2020	0000006326	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 3,334.91
5/28/2020	0000006327	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,482.30

PURCHASING REPORT (05/01/20 - 06/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/29/2020	0000006328	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	$ 60.09
6/2/2020	0000006329	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,587.05
6/3/2020	0000006330	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	$ 124.77
6/3/2020	0000006331	002355	I B TROPHIES & AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 118.53
6/8/2020	0000006332	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 892.84
6/8/2020	0000006333	003377	SOUTHWEST SCHOOL & OFFICE	MEDICAL SUPPLIES	0100	0000019	4300000	070	$ 6,578.14
							Total for 0100		**$ 238,742.54**
5/28/2020	0000006324	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	9024000	4300001	076	$ 106.48
							Total for 1200		**$ 106.48**
							Grand Total		**$ 238,849.02**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of April 28, 2020 through June 5, 2020 with checks #14-672891 through #14-681641 for a total expenditure of $1,552,844.03 from the following sources:

General Fund - $1,461,301.68
Child Nutrition- $83,751.37
Child Development-$7,790.98

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of April 28, 2020 through June 5, 2020 for a total expenditure of $1,552,844.03.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

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

$1,552,844.03	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14672891	P.I.P.S.	4/30/2020	77751.66	0100	PROFESSIONAL SERVICES
14672892	AZTEC CONTAINER	4/30/2020	1616.24	0100	LEASE EQUIPMENT
14672893	BMR HEALTH SERVICES, INC	4/30/2020	9454.80	0100	PROFESSIONAL SERVICES
14672894	MRC SMART TECHNOLOGY SOLUTIONS	4/30/2020	9185.19	0100	PRINTERS LEASE AGREEMENT
14672895	KEENAN & ASSOCIATES	4/30/2020	1097.80	0100	CONTRACTED SERVICES
14672896	EBS - EDUATIONAL BASED SERVICES	4/30/2020	29526.00	0100	PROFESSIONAL SERVICES
14672897	ARDOR HEALTH SOLUTIONS	4/30/2020	8360.00	0100	PROFESSIONAL SERVICES
14672898	DANNIS WOLIVER KELLEY	4/30/2020	10697.65	0100	LEGAL FEES
14672899	WEX BANK	4/30/2020	328.18	0100	CONTRACTED SERVICES
14672900	WLC ARCHITECTS INC	4/30/2020	7500.00	0100	CONTRACTED SERVICES
14672901	LAKESHORE	4/30/2020	941.42	0100	INSTRUCTIONAL SUPPLIES
14672902	SPRINT	4/30/2020	4779.04	0100	CONTRACTED SERVICES
14672903	SAFEWAY INC. -VONS DIVISION	4/30/2020	19.98	0100	REFRESHMENTS
14672904	OFFICE DEPOT	4/30/2020	5448.46	0100	OFFICE SUPPLIES
14672905	CDW GOVERNMENT LLC	4/30/2020	218.00	0100	OFFICE SUPPLIES
14672906	I B TROPHIES & AWARDS	4/30/2020	117.41	0100	AWARDS & INCENTIVES
14672907	YMCA OF SAN DIEGO COUNTY	4/30/2020	83663.18	0100	PROFESSIONAL SERVICES
14672908	SMART & FINAL	4/30/2020	10.28	0100	INSTRUCTIONAL SUPPLIES
14672909	PARENT INSTITUTE FOR QUALITY	4/30/2020	8420.00	0100	PROFESSIONAL SERVICES
14672910	SAN DIEGO COUNTY SUPERINTENDEN	4/30/2020	50.00	0100	REGISTRATION FEES
14672911	SPARKLETTS	4/30/2020	57.76	0100	REFRESHMENT
14672912	STOTZ EQUIPMENT	4/30/2020	23.68	0100	GROUND SUPPLIES
14673869	PRO POWER	5/4/2020	435.72	0100	GROUNDS SUPPLIES
14674682	MRC SMART TECHNOLOGY SOLUTIONS	5/7/2020	7098.32	0100	MAINTENANCE AGREEMENT
14674683	CSM CONSULTING INC.	5/7/2020	1500.00	0100	CONTRACTED SERVICES
14674684	CRISTINA D'OLEIRE	5/7/2020	11.39	0100	MILEAGE
14674685	EBS - EDUATIONAL BASED SERVICES	5/7/2020	30400.00	0100	PROFESSIONAL SERVICES
14674686	CAPITOL ADVISORS GROUP, LLC	5/7/2020	4000.00	0100	PROFESSIONAL SERVICES
14674687	EL FOLKLOR MEXICANO INC.	5/7/2020	270.93	0100	INSTRUCTIONAL MATERIAL
14674688	DFS FLOORING LP	5/7/2020	22484.84	0100	CONTRACTED SERVICES
14674689	SAN DIEGO GAS & ELECTRIC	5/7/2020	53829.83	0100	CONTRACTED SERVICES
14674690	CDW GOVERNMENT LLC	5/7/2020	56080.50	0100	TECHNOLOGY EQUIPMENT
14674691	HOME DEPOT	5/7/2020	2299.74	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14674692	REPUBLIC SERVICES	5/7/2020	14488.64	0100	CONTRACTED SERVICES
14674693	ANITA GILLCHREST	5/7/2020	1798.52	0100	REIMBURSEMENT
14674694	BEST BUY	5/7/2020	978.73	0100	EQUIPMENT
14674695	TEAMTALK NETWORK	5/7/2020	397.80	0100	CONTRACTED SERVICES
14674696	AMAZON.COM, INC.	5/7/2020	3493.13	0100	OFFICE SUPPLIES
14674697	XEROX CORPORATION	5/7/2020	738.85	0100	COPIER LEASE AGREEMENT
14675559	KARINA VICTORINO	5/11/2020	77.74	0100	MILEAGE
14675561	MARTIN GALANTE	5/11/2020	69.94	0100	REIMBURSEMENT
14675564	CDW GOVERNMENT LLC	5/11/2020	8011.50	0100	TECHNOLOGY EQUIPMENT
14675566	BEST BEST & KRIEGER LLP	5/11/2020	20266.78	0100	LEGAL SERVICES
14675569	MARIA C.RODRIGUEZ	5/11/2020	35.50	0100	REIMBURSEMENT
14676297	VECTOR USA	5/14/2020	9222.26	0100	PROFESSIONAL SERVICES
14676298	XEROX FINANCIAL SERVICES	5/14/2020	9274.25	0100	PROFESSIONAL SERVICES
14676299	PANERA BREAD COMPANY	5/14/2020	577.13	0100	REFRESHMENTS
14676300	DECLUES, BURKETT & THOMPSON, APC	5/14/2020	229.90	0100	LEGAL FEES
14676301	WALSH & ASSOCIATES, APC	5/14/2020	1653.00	0100	LEGAL SERVICES
14676302	SDSU RESEARCH FOUNDATION/NCUST	5/14/2020	8246.00	0100	CONTRACTED SERVICES
14676303	DIXIELINE LUMBER CO	5/14/2020	832.15	0100	MAINTENANCE SUPPLIES
14676304	SPRINT	5/14/2020	5314.65	0100	CONTRACTED SERVICES
14676305	HOME DEPOT	5/14/2020	1082.38	0100	MAINTENANCE SUPPLIES
14676307	SPINITAR/PRESENTATION PRODUCTS	5/14/2020	711.09	0100	OFFICE SUPPLIES
14676308	AT&T	5/14/2020	4678.38	0100	UTILITIES - PHONE SERVICES
14676309	PARENT INSTITUTE FOR QUALITY	5/14/2020	6000.00	0100	PROFESSIONAL SERVICES
14676310	SOUTHPAW ENTERPRISES	5/14/2020	100.09	0100	INSTRUCTIONAL SUPPLIES
14676311	BEST BEST & KRIEGER LLP	5/14/2020	21038.17	0100	LEGAL SERVICES
14676312	CARDLOCK VENDING INC.	5/14/2020	235.00	0100	CONTRACTED SERVICES
14676313	FOLLETT SCHOOL SOLUTIONS,INC	5/14/2020	11451.25	0100	PROFESSIONAL SERVICES
14677172	CORODATA RECORDS MANAGEMENT, INC	5/18/2020	122.24	0100	CONTRACTED SERVICES
14677173	MAXIM HEALTHCARE SERVICES, INC	5/18/2020	6240.00	0100	PROFESSIONAl SERVICES
14677174	POINT LOMA NAZARENE UNIVERSITY	5/18/2020	3790.00	0100	REGISTRATION FEES
14677175	SAN DIEGO GAS & ELECTRIC	5/18/2020	899.24	0100	CONTRACTED SERVICES
14677176	ELIZABETH ORIGINALES	5/18/2020	40.83	0100	MILEAGE
14677178	WILLY'S ELECTRONIC SUPPLY CO.	5/18/2020	129.11	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14677179	GALLAGHER BENEFIT SERVICES, INC	5/18/2020	445.40	0100	PROFESSIONAL SERVICES
14677180	STAFF REHAB	5/18/2020	8450.00	0100	PROFESSIONAL SERVICES
14677181	ONE TRIPP TREE SERVICE INC.	5/18/2020	3190.00	0100	CONTRACTED SERVICES
14677182	XEROX CORPORATION	5/18/2020	5449.52	0100	MAINTENANCE AGREEMENT
14678042	BMR HEALTH SERVICES, INC	5/21/2020	11345.76	0100	PROFESSIONAL SERVICES
14678043	ACADEMIC BRAG TAGS	5/21/2020	870.47	0100	INSTRUCTIONAL SUPPLIES
14678044	WINET PATRICK GAYER CREIGHTON	5/21/2020	2951.55	0100	LEGAL SERVICES
14678045	ARDOR HEALTH SOLUTIONS	5/21/2020	9120.00	0100	PROFESSIONAL SERVICES
14678046	DANNIS WOLIVER KELLEY	5/21/2020	2835.50	0100	LEGAL FEES
14678047	DAILY JOURNAL CORPORATION	5/21/2020	140.24	0100	CONTRACTED SERVICES
14678048	TRANSFINDER CORPORATION	5/21/2020	7400.00	0100	PROFESSIONAL SERVICES
14678049	WLC ARCHITECTS INC	5/21/2020	7500.00	0100	CONTRACTED SERVICES
14678050	CITY TREASURER	5/21/2020	23163.98	0100	CONTRACTED SERVICES
14678051	DUNN-EDWARDS CORP.	5/21/2020	289.76	0100	MAINTENANCE SUPPLIES
14678052	OFFICE DEPOT	5/21/2020	5197.74	0100	OFFICE SUPPLIES
14678053	CDW GOVERNMENT LLC	5/21/2020	451590.46	0100	OFFICE SUPPLIES
14678054	SAN DIEGO COUNTY SUPERINTENDEN	5/21/2020	447.00	0100	REGISTRATION FEE
14678055	SOUTHWEST SCHOOL & OFFICE	5/21/2020	4081.84	0100	INSTRUCTIONAL SUPPLIES
14678056	KOMPAN, INC.	5/21/2020	2921.07	0100	MAINTENANCE SUPPLIES
14678787	EL POLLO GRILL INC	5/26/2020	300.09	0100	REFRESHMENTS
14679923	ORANGE COUNTY DEPT. OF EDUCATION	5/29/2020	99.16	0100	PROFESSIONAL SERVICES
14679924	P.I.P.S.	5/29/2020	77751.74	0100	PROFESSIONAL SERVICES
14679925	XEROX FINANCIAL SERVICES	5/29/2020	9274.25	0100	PROFESSIONAL SERVICES
14679926	OMAR CALLEROS	5/29/2020	36.63	0100	MILEAGE
14679927	GARY SNEAG O.D. OPTOMETRIC CORP	5/29/2020	100.00	0100	PFOFESSIONAL SERVICES
14679928	PABLO J. SAINZ	5/29/2020	131.80	0100	REIMBURSEMENT
14679929	PAULO AZEVEDO	5/29/2020	132.10	0100	MILEAGE
14679930	KEYGUARD ASSISTIVE TECHNOLOGY	5/29/2020	122.05	0100	INSTRUCTIONAL SUPPLIES
14679931	WEX BANK	5/29/2020	729.33	0100	CONTRACTED SERVICES
14679932	U.S. SCHOOL SUPPLY, INC.	5/29/2020	205.50	0100	INSTRUCTIONAL SUPPLIES
14679933	GORM, INC.	5/29/2020	4650.02	0100	MEDICAL SUPPLIES
14679934	VIDEO APPROACH	5/29/2020	9750.00	0100	PROFESSIONAL SERVICES
14679935	SAN DIEGO GAS & ELECTRIC	5/29/2020	33814.45	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14679936	WILKINSON HADLEY KING &	5/29/2020	1825.00	0100	PROFESSIONAL SERVICES
14679937	WAXIE SANITARY SUPPLY	5/29/2020	9088.19	0100	CUSTODIAL SUPPLIES -COVID19
14679938	PARADIGM HEALTHCARE SERVICES	5/29/2020	674.60	0100	PROFESSIONAL SERVICES
14679939	GRAINGER	5/29/2020	1619.43	0100	MAINTENANCE SUPPLIES
14679940	SAN DIEGO UNION-TRIBUNE	5/29/2020	370.92	0100	PROFESSIONAL SERVICES
14679941	DION INTERNATIONAL TRUCK INC.	5/29/2020	3559.44	0100	CONTRACTED SERVICES
14679942	THE INSTITUTE FOR EFFECTIVE	5/29/2020	8831.58	0100	PROFESSIONAL SERVICES
14679943	OFFICE DEPOT	5/29/2020	4012.18	0100	PUBLICATION SUPPLIES
14679944	SAN DIEGO COUNTY	5/29/2020	700.00	0100	REGISTRATION FEES
14679945	ASELTINE SCHOOL	5/29/2020	3052.28	0100	PROFESSIONAL SERVICES
14679946	IMPERIAL SPRINKLER SUPPLY	5/29/2020	179.16	0100	GROUNDS SUPPLIES
14679947	YMCA OF SAN DIEGO COUNTY	5/29/2020	59904.28	0100	PROFESSIONAL SERVICES
14679948	SMART & FINAL	5/29/2020	229.60	0100	INSTRUCTIONAL SUPPLIES
14679949	PROFESSIONAL TUTORS OF AMERICA	5/29/2020	260.00	0100	PROFESSIONAL SERVICES
14679950	ULINE	5/29/2020	486.32	0100	PUBLICATIONS SUPPLIES -COVID19
14679951	VALLEY INDUSTRIAL SPECIALTIES	5/29/2020	9987.60	0100	MAINTENANCE SUPPLIES
14679953	SAN YSIDRO SCHOOL DISTRICT	5/29/2020	3740.97	0100	PCARD REPLENISH
14679954	LAW OFFICES OF SCHWARTZ&STOREY	5/29/2020	8500.00	0100	PROFESSIONAL SERVICES
14679955	STAFF REHAB	5/29/2020	11375.00	0100	PROFESSIONAL SERVICES
14679956	AMAZON.COM, INC.	5/29/2020	2297.02	0100	OFFICE SUPPLIES
14679957	AMERI-MEX PLUMBING INC	5/29/2020	6374.00	0100	CONTRACTED SERVICES
14679958	SAN DIEGO CENTER FOR CHILDREN	5/29/2020	8236.28	0100	PROFESSIONAL SERVICES
14680833	CAPITOL ADVISORS GROUP, LLC	6/2/2020	2000.00	0100	PROFESSIONAL SERVICES
14680834	AARDVARK ANT & PEST CONTROL INC.	6/2/2020	782.00	0100	CONTRACTED SERVICES
14680835	PARENT INSTITUTE FOR QUALITY	6/2/2020	6000.00	0100	PROFESSIONAL SERVICES
14680836	SOUTHWEST SCHOOL & OFFICE	6/2/2020	8514.30	0100	OFFICE SUPPLIES - COVID19
14680837	SAN YSIDRO SCHOOL DISTRICT	6/2/2020	1986.97	0100	REPLENISH PL TRUST
14680838	STANLEY CONVERGENT SECURITY	6/2/2020	1482.30	0100	CONTRACTED SERVICES
14681622	MRC SMART TECHNOLOGY SOLUTIONS	6/5/2020	261.77	0100	MAINTENANCE AGREEMENT
14681623	DECLUES, BURKETT & THOMPSON, APC	6/5/2020	379.20	0100	LEGAL FEES
14681624	WAXIE SANITARY SUPPLY	6/5/2020	243.47	0100	CUSTODIAN SUPPLIES
14681625	WIRELESS PRO'S	6/5/2020	16.20	0100	MAINTENANCE SUPPLIES
14681626	REPUBLIC SERVICES	6/5/2020	14453.89	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14681627	EWING IRRIGATION	6/5/2020	1895.12	0100	GROUNDS SUPPLIES
14681628	PERMA BOUND PUB.	6/5/2020	1940.14	0100	INSTRUCTIONAL SUPPLIES
14681629	A-Z BUS SALES, INC.	6/5/2020	339.65	0100	MECHANIC SUPPLIES
14681630	ANIXTER INC	6/5/2020	599.09	0100	MAINTENANCE SUPPLIES
14681631	AT&T	6/5/2020	4642.41	0100	UTILITIES - PHONE SERVICES
14681632	TIFCO INDUSTRIES	6/5/2020	1291.57	0100	MAINTENANCE SUPPLIES
14681633	WESTERN GRAPHIX	6/5/2020	224.33	0100	TRANSPORTATION SUPPLIES
14681634	TEAMTALK NETWORK	6/5/2020	397.80	0100	CONTRACTED SERVICES
14681635	OPTIMUM FLOORCARE	6/5/2020	487.76	0100	GROUNDS SUPPLIES
14681636	RUSSELL SIGLER, INC	6/5/2020	1627.01	0100	MAINTENANCE SUPPLIES
14681637	PRO POWER	6/5/2020	494.95	0100	GROUNDS SUPPLIES
14681638	GALLAGHER BENEFIT SERVICES, INC	6/5/2020	445.40	0100	PROFESSIONAL SERVICES
14681639	TRANE U.S. INC	6/5/2020	79.19	0100	MAINTENANCE SUPPLIES
14681640	SPARKLETTS	6/5/2020	24.86	0100	REFRESHMENT
14681641	STOTZ EQUIPMENT	6/5/2020	998.79	0100	GROUND SUPPLIES
Total Fund 01			**1461301.68**		
14676306	DISCOUNT SCHOOL SUPPLY	5/14/2020	1442.70	1200	INSTRUCTIONAL SUPPLIES
14677177	LORENA VARELA	5/18/2020	434.59	1200	REIMBURSEMENT
14679952	SAN DIEGO COUNTY SUPERINTENDEN	5/29/2020	4250.00	1200	REGISTRATION FEES
14681621	CM SCHOOL SUPPLY	6/5/2020	1663.69	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			**7790.98**		
14675558	GOLD STAR FOODS	5/11/2020	41756.35	1300	CAFETERIA FOOD
14675560	SYSCO SAN DIEGO INC.	5/11/2020	16.00	1300	CAFETERIA SUPPLIES
14675562	HOLLANDIA DAIRY INC.	5/11/2020	23412.69	1300	CAFETERIA FOOD
14675563	P&R PAPER SUPPLY COMPANY, INC.	5/11/2020	4333.84	1300	CAFETERIA PAPER GOODS
14675565	LLOYD PEST CONTROL CO.	5/11/2020	192.00	1300	CONTRACTED SERVICES
14675567	AMERICAN PRODUCE DISTRIBUTORS	5/11/2020	9922.63	1300	CAFETERIA FOOD
14675568	GALASSO'S BAKERY	5/11/2020	4117.86	1300	CAFETERIA FOOD
Total Fund 13			**$ 83,751.37**		
Grand Total			$ 1,552,844.03		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 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 $13,517.55 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

DONATIONS $13,517.55	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

San Ysidro School District

2019-2020 DONATIONS

BOARD MEETING: JUNE 18, 2020		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Park Haven Apartments	Willow School	$13,517.55	N/A	Chromebooks for perfect attendance students

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☒ Informational
☐ Action

AGENDA ITEM: CASBO ORGANIZATIONAL MEMBERSHIP

BACKGROUND INFORMATION:
The California Association of School Business Officials (CASBO) provides a very rich menu of learning experiences allowing staff to take advance of gaining knowledge in many areas in a concentrated period of time. More than 160 workshops are conducted to provide insights and training on the most compelling and current issues. Areas of budgeting, financing, facility, maintenance, child nutrition and transportation are covered.

The District would like to empower its employees with the capacity-building tools needed for day-to-day business practices. The District will benefit by attending professional development workshops and leadership opportunities at a discounted cost

RECOMMENDATION:
Approve the District's Organizational Membership to the California Association of School Business Officials (CASBO) for fiscal year 2020-21 at a cost of $2,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

$2,000.00	General Fund
(Amount)	(Name of funding source and/or location)

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

CASBO
Smart business. Smart schools.™

RENEWAL INVOICE

Invoice #	Invoice Date	Due Date	PO #
627597	05/01/2020	07/01/2020	

Bill To:
San Ysidro SD
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617

Ship To:
San Ysidro SD
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617

Date	Description	Quantity	Unit Price	Amount
05/01/2020	Organizational Subscription FY 20-21	1		2,000.00

Total Invoice:	2,000.00
Total Adjustments:	0.00
Sales Tax:	0.00
Shipping:	0.00
Payments:	0.00
Balance:	2,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services Department
Manuela Colom, Executive Director

☒ Informational
☐ Action

AGENDA ITEM: EXTENSION OF THE ASES AND 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM GRANTS

BACKGROUND INFORMATION:
The California Department of Education (CDE), Expanded Learning Division (EXLD) announced that the After School Education and Safety (ASES) and the 21st Century Community Learning Centers (CCLC), Program Grants will be extended until December 31, 2020.

CDE is currently working on an amendment to the AO-400 grant agreement and will be adding additional grant assurances for the grant extension time period. Once this is completed, the amended grant award for Fiscal Year 2019-20, will be emailed to all grantees to sign and return.

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement ~ Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

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

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

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

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

Dear Expanded Learning Grantees,

Grant Extension

The California Department of Education (CDE), Expanded Learning Division (EXLD) is pleased to announce that the After School Education and Safety (ASES), 21st Century Community Learning Centers (CCLC), and the 21st Century High School After School Safety and Enrichment for Teens Program Grants will be extended until December 31, 2020. We are working on an amendment to the AO-400 grant agreement. We will be adding additional grant assurances for the grant extension time period. Once this is completed, the amended grant award for Fiscal Year 19–20, will be emailed to all grantees to sign and return. This will be done electronically.

Guidance around Attendance and Expenditures Reporting

Please review the following guidance around the second half semiannual attendance reporting and the third–sixth quarter expenditure reporting for the remainder of Fiscal Year 2019–20.

Attendance Reporting for January 1, 2020–June 30, 2020

Attendance for the period, January 1, 2020–June 30, 2020, needs to be reported in the After School Support and Information System (ASSIST) by **July 31, 2020**. As in previous reporting periods, programs will report actual days of operation and actual attendance accrued. The CDE needs an accurate count of what the impact was during the COVID-19 and the EXLD can only get that through accurate data being reported. Any reported loss or reduction in attendance will not impact ASES and 21st CCLC grant funding during this period.

Third Quarter Expenditure Reporting for January 1, 2020–March 31, 2020

To provide grantees with the third quarter payment on schedule, expenditure reports will need to be submitted in ASSIST by **April 30, 2020**. The CDE will continue to process payments for the third quarter as the required reports are submitted. If you are unable to submit the expenditure reports on time, you will still be considered in good standing, it will just delay you from receiving your payments.

Fourth Quarter Expenditure Reporting for April 1, 2020–June 30, 2020

To provide grantees with the fourth quarter payment on schedule, expenditure reports will need to be submitted in ASSIST by **July 31, 2020**. The CDE will continue to process payments for the fourth quarter as the required reports are submitted. If you are unable to submit the expenditure reports on time, you will still be considered in good standing, it will just delay you from receiving your payments.

Fifth Quarter Expenditure Reporting for July 1, 2020–September 30, 2020

Due to the extension to the grant duration. We will be accepting a fifth quarter expenditure report that will need to be done on a hard copy expenditure report. The expenditure reports will need to be approved by your authorized agent and signed with a scanned signature, or electronically signed, and emailed to your regional analyst by **October 31, 2020**. The CDE will continue to process any payments that are due to the grantee based on their expenditure reports. The Expenditure Reporting Template can be found on the CDE Expenditure Reports web page located at https://www.cde.ca.gov/ls/ex/expenditurereports.asp

Sixth Quarter Expenditure Reporting for October 1, 2020–December 31, 2020

Due to the extension to the grant duration. We will be accepting a sixth quarter expenditure report that will need to be done on a hard copy expenditure report. The expenditure reports will need to be approved by your authorized agent and signed with a scanned signature, or electronically signed, and emailed to your regional analyst by **January 31, 2021**. The CDE will continue to process any payments that are due to the grantee based on their expenditure reports. The Expenditure Reporting Template can be found on the CDE Expenditure Reports web page located at https://www.cde.ca.gov/ls/ex/expenditurereports.asp.

Please Note: You are not required to submit the 5th and 6th quarter report, it is available for those that need it. You can still closeout after the 4th quarter report if you would like to and you will receive your final payments sooner.

If you have any questions about this information please contact your regional Fiscal Analyst. Please visit the CDE Contact the EXLD web page to find your regional Fiscal Analyst at https://www.cde.ca.gov/ls/ex/exldcontacts.asp.

Thank you,

Michael Funk, Director
Expanded Learning Division
California Department of Education
1430 N Street, Sacramento, CA 95814

Expanded Learning Division Guidance

Date: April 30, 2020

Attention: After School Education and Safety Program Grantees, 21st Century Community Learning Centers Grantees, and 21st Century High School After School and Enrichment for Teens Grantees.

Expanded Learning programs should provide support to students, families, and communities during the COVID-19 crisis. In providing this vital support, the utmost attention should be given to the health and safety of staff and those individuals served. For guidance related to proper social and physical distancing, and healthy practices for programs operating pursuant to this guidance, please refer to the Department of Social Services Social and Physical Distancing Guidance.
Allowable expanded learning program work may include:

- Services related to providing federally approved afterschool meals or snack programs (Grab and Go food distribution)
- Online programming for youth that is reasonable and necessary
- Student and parent education and social-emotional well-being support
- Gathering virtual offsite student materials and information to support families
- Virtual staff meetings (conference calls, Zoom meetings, Microsoft Skype, etc.)
- Curriculum work
- Lesson plans
- Program data entry or validation
- Online professional development
- Systems planning work (e.g., summer programs, evaluation, sustainability, safety, budgeting)
- Other expectations and associated job tasks listed in job descriptions that are reasonable and necessary during the closure period

Note: To the extent possible, distance enrichment programming should align with the distance learning plans of the schools your students attend. Collaboration with the local educational agencies' distance learning plan is encouraged. Programs must also comply with the Family Education Rights and Privacy Act when delivering virtual services.

Items to be aware of when implementing any of the above:

- Final approval of work and work protocols are the responsibility of sub-grantee local supervisors
- Hours worked remain subject to supervisor approval and should be commensurate with need
- Federal Supplement not Supplant provisions remain in force

Note: For After School Education and Safety grantees please also refer to the Executive Order N-45-20 guidance that was sent out and posted on April 10, 2020.

Questions: Expanded Learning Division | ExpandedLearning@cde.ca.gov | 916-319-0923

Last Reviewed: Wednesday, April 29, 2020

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Special Education
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION FOR 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:
The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: Medi-Cal outreach, Facilitating the Medi-Cal application, Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, Contracting for Medi-Cal services, Program planning and policy development, SMAA coordination and claims administration, TCM coordination and claims administration, Training, and General administration .

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. This is an extension of the existing agreement specifying cost for San Ysidro School District participation at 4.5 % of Local Education Agency Medi-Cal revenues received by the District. In addition, by using State RMTS software, the district has to pay $0.67/participant during the first qurter (July - September), and $1.34/participant for the three remaining qurters (October – June).

RECOMMENDATION:
Approve the agreement with Orange County Superintendent of Schools for the 2020-21 school year at a cost of 4.5% from School-Based Medi-Cal Administrative Activities claims paid by the Department of Health Care Services, and pay $0.67/participant during the first quarter (July - September), and $1.34/participant for the three remaining quarters (October – June) from using State RMTS software, from School-Based Medi-Cal Administrative Activities (SMAA) fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

AGREEMENT NUMBER 50122

SAN YSIDRO SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".

2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Review and submit the Random Moment Time Survey (RMTS) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the

SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "C").

n. If necessary, assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.

o. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total annual vendor fees cannot exceed fifteen percent (15%).

g. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

j. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

k. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

l. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement Number 50122 and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow

interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of

the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm readers and microfilm printers, etc.

q. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable

facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

r. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

s. Ensure no duplicative billings.

t. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

u. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

v. If necessary, provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

w. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-Based Medi-Cal Administrative Activities (SMAA) District Information 2020-2021 form, Appendix "A", the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information 2020-2021 form, Appendix "C", Certification Regarding Lobbying form,**

Appendix "D", and Data Use Agreement, Appendix "E", attached hereto and incorporated by reference herein.

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data 2020-2021 (DATA USE AGREEMENT), Appendix "E", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. RMTS Software Platform Fee. DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing

the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the School-Based Medi-Cal Administrative Activities (SMAA) RMTS Fee Information 2020-2021 form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "C").

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

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through

entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

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

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

or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S

agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the

DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "D", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA

and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

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

21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

22.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by:

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

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

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Marilyn Adrianzen	PRINTED NAME: Patricia McCaughey
TITLE: CBO	TITLE: Administrator
DATE: _____	DATE: March 11, 2020

95-6002821
FEDERAL IDENTIFICATION NUMBER

Board Approved:

San Ysidro SD-SMAA(50122) 2020-2021
Zip 6

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2020-2021

1 DISTRICT/SCHOOL

District/School Name _____ *County* _____

Claiming Unit _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Name _____ *District Job Title* _____

Street Address _____ *City, State, Zip* _____

Mailing Address (if different than street address) _____ *City, State, Zip* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

Check the box for this person to:
- ☐ **have access to the RMTS systen**
- ☐ **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:

- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:

- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact | *Contact Job Title*

Mailing Address | *City, State, Zip*

Phone | *Fax* | *Email*

PRINTED NAME OF PERSON FILLING OUT FORM | **JOB CLASSIFICATION TITLE**

DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2020-2021

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	$0.67/participant/quarter
FY Q2: October – December	$1.34/ participant/quarter
FY Q3: January – March	$1.34/ participant/quarter
FY Q4: April – June	$1.34/ participant/quarter

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2020-2021

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		**Effective Date**
❑ YES	☒ NO	July 1, 2020 – June 30, 2021

District Name

Name (Type/Print)

Date

Signature

Appendix D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA 2020-2021

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH STIFEL, NICOLAUS & COMPANY, INC. FOR UNDERWRITER SERVICES

On March 3, 2020, the voters of the San Ysidro School District approved General Obligation Bonds Measure T and U. The District's intent is that Stifel serve as an underwriter for the sale of the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by the Governing Board of the District, finalizing the structure for the sale of the Bonds and executing a bond purchase agreement.

This Engagement Letter is preliminary, nonbinding and may be terminated at any time by the District, without penalty or liability for any costs incurred by Stifel.

RECOMENDATION:
Approve/Ratify the Engagement Letter with Stifel, Nicolaus & Company, Inc. for underwriter services for the potential sale of bonds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement

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

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

TBD	Contingent on sale of Bonds
(Amount)	(Name of funding source and/or location)

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

STIFEL One Montgomery Street, 35th Floor San Francisco, California 94104

April 14, 2020

Gina A. Potter, Ed. D.
Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction
San Ysidro School District
General Obligation Bonds, 2020 Election, Series A (Measure T)
General Obligation Bonds, 2020 Election, Series A (Measure U)
General Obligation Refunding Bonds
Refunding Certificates of Participation

Dear Dr. Potter,

The San Ysidro School District (the "District") and Stifel, Nicolaus & Company, Incorporated ("Stifel"), are entering into this memorandum to confirm that discussions related to a potential issuance (or series of issuances) of municipal securities have occurred regarding the above referenced bonds (the "Bonds"), and to formalize Stifel's role as underwriter with respect to the sale of the Bonds.

Engagement as Underwriter

The District is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. The District hereby designates Stifel as an underwriter for the sale of the Bonds. The District expects that Stifel will provide advice to the District on the structure, timing, terms and other matters concerning the sale of the Bonds.

Limitation of Engagement

It is the District's intent that Stifel serve as an underwriter for the sale of the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of the District, finalizing the structure for the sale of the Bonds, and executing a bond purchase agreement. Although the District engages Stifel as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by the District, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict the District from entering into the sale of the Bonds with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Role Disclosure

The District hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter:

(1) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;

(2) the underwriter's primary role is to purchase securities in an arm's-length commercial transaction with the District and it has financial and other interests that may differ from those of the District;

(3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;

(4) the underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(5) the underwriter will review the official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.[1]

Disclosures Concerning the Underwriter's Compensation

The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a potential conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a "complex municipal securities financing" to the District, additional disclosures regarding the financing structure for the issuance of the Bonds are not required under MSRB Rule G-17.

However, if Stifel recommends a "complex municipal securities financing" to the District, or if the sale of the Bonds is ultimately structured in a manner that is considered to be a "complex municipal securities financing", this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

If you or any other District official has any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the District by contract with the Underwriter, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement of the receipt of this letter. Accordingly, sign and return the enclosed copy of this letter to us as a PDF or by regular mail.

We look forward to working with the District on the issuance of the Bonds. Do not hesitate to contact us with any questions regarding the content of this letter.

Sincerely,

Bruce Kerns
Managing Director
Stifel, Nicolaus & Company, Inc.
One Montgomery Street, 35th Floor
San Francisco, CA 94104
(415) 364-6839
bkerns@stifel.com

Roberto Ruiz
Director
Stifel, Nicolaus & Company, Inc.
One Montgomery Street, 35th Floor
San Francisco, CA 94104
(415) 364-6856
rruiz@stifel.com

The District acknowledges the foregoing.

Accepted and Executed

_____
Gina A. Potter, Ed. D.
Superintendent

Date: _____

cc: Marilyn Adrianzen, *San Ysidro School District*
Dale Scott, *Dale Scott & Company*
Joe Crump, *Dale Scott & Company*
Bob Whalen, *Stradling Yocca Carlson & Rauth*
Reed Glyer, *Stradling Yocca Carlson & Rauth*
Scott Beck, *Kutak Rock*
Esther Jin, *Stifel*
Kevin Niu, *Stifel*

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SHUTTERFLY LIFETOUCH, LLC FOR LIMITED COPYRIGHT RELEASE

Due to the world health pandemic and to maintain safety and health guidelines outlined by the county and state, students that will be promoting to other grade levels will not have the opportunity to have the traditional promotion ceremony. The District has contracted with Video Approach, a company that will be creating a graduation video for students to be recognized in this important event in their lives.

In order to complete the graduation video in an expeditious manner, the District has requested authorization from Shutterfly Lifetouch, LLC to use for noncommercial purposes and on a one-time-only basis, certain digital images captured by Lifetouch during the 2019-2020 school year.

RECOMENDATION:
Approve/Ratify the limited copyright release agreement with Shutterfly Lifetouch, LLC.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement

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

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

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

Lifetouch

May 13, 2020

San Ysidro School District - All 8 Schools
Attention: Manuela Colom-Ramirez

Dear Ms.Colom-Ramirez,

Your district has requested Shutterfly Lifetouch, LLC to authorize a one-time use of certain digital images captured by Lifetouch during the 2019-2020 school year for one or more of the following school-related, noncommercial purposes:

- To produce (or have a third-party processor produce) an audiovisual presentation commemorating the school year to be made available to families at no charge;
- To produce (or have a third-party processor product) yard signs for graduating seniors; or
- To provide to local media outlets for publication or broadcast of productions featuring the school and/or the graduating class.

Based on this understanding, Shutterfly Lifetouch, LLC is willing to provide a limited copyright release to allow the use(s) as described above, provided that this letter is signed by an authorized representative of the school and returned to the undersigned. By signing this letter, you acknowledge and agree that the school is solely responsible for (a) obtaining any necessary permissions from the parents of students for the intended use of their images, and (b) ensuring that the school's intended use of the images complies with applicable laws, regulations and school district policies.

If these terms are acceptable, please confirm the school's agreement by signing below. Then, please return a fully signed copy of this letter to my attention via email. Please contact me with any questions you may have.

Very truly yours,

ACKNOWLEDGED AND AGREED:

By:
Printed Name:
Title: Date:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 18, 2020

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR STUDENT TRANSPORTATION SERVICES

BACKGROUND INFORMATION:
The Student Transportation Services Agreement between the San Ysidro School District and the forty-three (43) San Diego County School Districts mutually interested in the provision of adequate student transportation services, have personnel, equipment, and other required facilities under its jurisdiction suitable for such services. Transportation services include transporting students between public and nonpublic schools and field trip locations located within County boundaries and locations mutually agreed upon. The cost implications will depend on the services provided. All school districts agree to pay the current district's rate when support is provided.

The District will use these services to provide transportation for field trips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers and on an "as needed" basis. It would also provide more options to the current understaffed transportation department.

RECOMMENDATION:
Approve the agreement with San Diego County School Districts to assist with Student Transportation Services when District transportation is not available. The term of the agreement is from July 1, 2020 to June 30, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

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

TBD	General Fund
(Amount)	(Name of funding source and/or location)

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

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS
JULY 1, 2020 – JUNE 30-2022

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District

38. Spencer Valley Elementary School District
39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for $1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2020 to June 30, 2022 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____..... 2020.

Bonsall Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Borrego Springs Unified School District

by_____
Name / Title

Approved by_____
On the ____ day of _____... 2020.

Cajon Valley Union School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Cardiff School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Carlsbad Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Chula Vista Elementary School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Coronado Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Dehesa School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Del Mar Union School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Encinitas Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Escondido Union School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Escondido Union High School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Fallbrook Union Elementary School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Fallbrook Union High School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Grossmont Union High School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Jamul-Dulzura Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Julian Union High School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Julian Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

La Mesa/Spring Valley School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Lakeside Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Lemon Grove School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Mountain Empire Unified School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

National School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Oceanside Unified School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Poway Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Rancho Santa Fe School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Ramona Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

San Diego Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

San Dieguito Union High School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

San Marcos Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

San Pasqual Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

San Ysidro School District

by_____
Marilyn Adrianzen, Chief Business Official

Approved by the Governing Board
On the____ day of _____ 2020.

Santee School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Solana Beach School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

South Bay Union School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Spencer Valley Elementary School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Sweetwater Union High School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Vallecitos School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Valley Center-Pauma Unified School District

by_____
Name / Title

Approved by_____
On the ____ day of _____ 2020.

Vista Unified School District

by_____
Name / Title

Approved by the Governing Board
On the____ day of _____ 2020.

Warner Unified School District

Name / Title

Approved by_____
On the ____ day of _____ 2020.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD MATHEMATICS MATERIALS FOR GRADES 6^{TH} – 8^{TH}

BACKGROUND INFORMATION:
SpringBoard Mathematics is a core curriculum for all students in grades 6^{th} –12^{th}. It is a complete instructional program, aligned to State standards, that gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented during the 2017-18 school year, and as in the previous years, we need to enter into a purchase agreement for school year 2020-21. The purchase agreement with CollegeBoard includes SpringBoard Math materials and coaching services that feature rigorous standards, instructional resources, and formative assessments in Mathematics through a web-supported integrated program for students in grades 6^{th}- 8^{th}.

RECOMMENDATION:
Approve the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6^{th} to 8^{th} at the cost of $35,014.65 to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$35,014.65 (Amount)

General Fund (Name of funding source and/or location)

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

CollegeBoard SpringBoard

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Ocean View Hills Elementary
Contact for Materials	Consuelo Carranza
Contact Email Address:	consuelo.carranza@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3899
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Consuelo Carranza
Phone	(619)428-4476
Email	consuelo.carranza@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	140	$ 2,513.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,513.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,513.00
Shipping (10%)	$251.30
Overall Total	**$2,764.30**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	San Ysidro Middle School
Contact for Materials	Maria Rodriguez
Contact Email Address:	maria.rodriguez@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3299
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Maria Rodriguez
Phone	(619)428-4476
Email	maria.rodriguez@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	400	$ 7,180.00	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	330	$ 5,923.50	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	30	$ 568.50	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$13,672.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

14D.10
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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$13,672.00
Shipping (10%)	$1,367.20
Overall Total	**$15,039.20**

Continue to Page 4 for Terms and Conditions

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Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Laura English
Contact Email Address:	alma.english@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3499
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Laura English
Phone	(619)428-4476
Email	alma.english@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	60	$ 1,077.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,077.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$1,077.00
Shipping (10%)	$107.70
Overall Total	**$1,184.70**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

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CollegeBoard **SpringBoard**

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Russell Little
Contact Email Address:	russell.little@sysdschools.org
Contact Phone:	(428)-4476 Ext. 3599
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Russell Little
Phone	(619)428-4476
Email	russell.little@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	110	$ 1,974.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,974.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**QTY**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**QTY**	**Cost**	**ISBN**	**Price**	**QTY**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$1,974.50
Shipping (10%)	$197.45
Overall Total	**$2,171.95**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elementary
Contact for Materials	Efrain Burciaga
Contact Email Address:	efrain.burciaga@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3699
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Efrain Burciaga
Phone	(619)428-4476
Email	efrain.burciaga@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	120	$ 2,154.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
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Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,154.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,154.00
Shipping (10%)	$215.40
Overall Total	**$2,369.40**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Vista Del Mar Middle School
Contact for Materials	Irene Herrera Cevallos
Contact Email Address:	irene.herrera-cevallos@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3999
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Irene Herrera Cevallos
Phone	(619)428-4476
Email	irene.herrera-cevallos@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	180	$ 3,231.00	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	240	$ 4,308.00	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	30	$ 568.50	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$8,107.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

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ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
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PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
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Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$8,107.50
Shipping (10%)	$810.75
Overall Total	**$8,918.25**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Willow Elementary
Contact for Materials	Manuel Bojorquez
Contact Email Address:	manuel.bojorquez@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3799
IT Contact Name/Email:	todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

Location Type	District
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Manuel Bojorquez
Phone	(619)428-4476
Email	manuel.bojorquez@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	130	$ 2,333.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,333.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

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CollegeBoard SpringBoard

2020-2021 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

ELA Total	$0.00
Math Total	$2,333.50
Shipping (10%)	$233.35
Overall Total	**$2,566.85**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, the College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the "SpringBoard URL"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpingBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.
Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).
Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Client that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.
The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.
College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.
The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by the College Board. The Client acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities. Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreeement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

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Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:
The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID California Division Program Manager, our AVID District Director, our site administrations at San Ysidro Middle School (SYMS) and at Vista Del Mar Middle (VDM) as well as the site AVID Coordinators and site teams will collaborate to continue the implementation of the program at both middle schools.

The products and services included in this agreement include:

- AVID District Leadership
- AVID Membership for Secondary Schools
- AVID Weekly Secondary ~ Assists with teaching critical reading techniques

RECOMMENDATION:
Approve the agreement between the San Ysidro School District and the Advancement Via Individual Determination (AVID) Center for the 2020-21 school year with a cost of $15,358.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Action/Service 1.9 - College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc., and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$15,358.00 (Amount)

Supplemental & Concentration Fund (Name of funding source and/or location)

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

Superintendent's Office Certification:

DocuSign Envelope ID: B1718B22-271C-4C27-B7E9-716043EFB00B

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-79040
Client: San Ysidro School District
Address: 4350 Otay Mesa Rd
San Ysidro, CA 92173

AVID Center Representative: Ala Rudziankova
Phone: (858) 654-5084
Email: arudziankova@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 1	$6,000.00	$6,000.00
		District Products SUBTOTAL:	**$6,000.00**

San Ysidro Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		San Ysidro Middle School SUBTOTAL:	**$4,679.00**

Vista Del Mar Elementary Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Vista Del Mar Elementary Sch SUBTOTAL:	**$4,679.00**

TOTAL: $15,358.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		San Ysidro School District
Signature:	_____	**Signature:**	_____
Print Name:	_____	**Print Name:**	Marilyn Adrianzen
		Email Address	marilyn.adrianzen@sysdschools.org
Title:	_____	**Title:**	Chief Business Official
Date:	_____	**Date:**	_____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Board Approved: _____

Exhibit "A"

AVID Center General Terms and Conditions

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTHWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIAIBLITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR LOSS CONTROL SERVICES

BACKGROUND INFORMATION:
The District maintains a liability insurance program through Keenan & Associates (Keenan) to protect itself against claims and losses arising out of its day to day operations. To remain compliant with Certified Unified Program Agencies (CUPA), which requires that a Hazardous Materials Business Plan (HMBP) be submitted whenever hazardous materials are handled or stored, Keenan will perform certain loss control services as a compliment to its current insurance program. Keenan will update the existing HMBP with information related to hazardous materials inventories and reportable threshold quantities and will provide training on Hazard Communication or Chemical Hygiene annually during the term of this agreement (July 1, 2020 to June 30, 2023).

RECOMMENDATION:
Approve/Ratify the 3-year agreement with Keenan & Associates for Loss Control Services at a cost of $23,673.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

$23,673.00	General Fund
(Amount)	(Name of funding source and/or location)

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

LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** ("Agreement") is made and entered into by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2020** ("Effective Date").

RECITALS

A. Client maintains a liability insurance program ("Insurer") to protect itself against claims and losses arising out of its day to day operations;

B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.

C. Client desires Keenan to perform certain loss control services as a compliment to its Insurance program; and

D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM**

The term of this Agreement is from the **Effective Date** through **June 30, 2023** ("Termination Date").

2. **KEENAN'S RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Client elects and Keenan shall provide the loss control services ("Services") described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.

B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client's risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client's business activities or existing on Client's premises. We are confident that Keenan's loss control services will help Client to promote a safer environment, but Keenan does not

represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.

D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.

E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.

F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

H. The Services provided to Client are non-exclusive and Keenan may provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.

B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.

C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.

D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. COMPENSATION

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. INSURANCE

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

(1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.

(2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand,

action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. TERMINATION

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party;

v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. SOLICITATION OF EMPLOYEES

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

11. PROPRIETARY INTERESTS

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.

B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.

C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. **CONFIDENTIALITY**

A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, i) any information or data about a party's business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Clients employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party's Confidential Information except as is necessary for the performance of the Services.

B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.

C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. **GENERAL**

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.

D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

[This Space Intentionally Left Blank]

G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

San Ysidro School District			Keenan & Associates	
Signature:			Signature:	
By:	Marilyn Adrianzen		By:	Eric Preston
Title:	Chief Business Official		Title:	Vice President
Address:	4550 Otay Mesa Road		Address:	2355 Crenshaw Blvd., Ste. 200
	San Ysidro, CA 92173			Torrance, CA 90501
Telephone:	(619) 428-4476, ext. 3004		Telephone:	(310) 212-0363, ext. 2726
Email:	marilyn.adrianzen@sysschools.org		Email:	kdimonte@keenan.com
Attention:	Marilyn Adrianzen		Attention:	Kathy DiMonte

EXHIBIT A

Keenan's Services*

Keenan will provide the Hazardous Materials Compliance Program for the San Ysidro School District to include:

Hazardous Materials Inventory ("HMI")
A Keenan HMI Specialist will visit each owned/operated site where hazardous materials are stored. The HMI Specialist will inventory all hazardous materials in the locations identified by the client at the time of the service.

Areas typically inventoried include, but are not limited to the following:

- Science
- Biology
- Chemistry
- Chemical storage
- Art
- Physics
- Jewelry
- Photography
- Ceramics
- Theater
- Wood shop
- Metal shop
- Auto shop
- Home economics
- Scene shop
- Grounds
- Print shop
- Pool
- Food service
- Transportation
- Warehouse
- Custodian storage
- Paint storage
- Waste storage

The Keenan HMI makes use of cutting-edge mobile technology ensuring that all data is captured efficiently and accurately. During the HMI process, the Keenan HMI specialist may attach unique bar code labels to some hazardous materials containers. These unique labels increase the efficiency and accuracy of Keenan's inventory and reconciliation process. The labels are always applied in a manner that does not obstruct or interfere with any manufacturer labeling.

Whenever available, the following data will be collected for each inventoried hazardous material:

- Manufacturer name
- Chemical name
- Common name
- CAS number
- Container type
- Unit of measure
- Container size
- Number of containers
- Hazardous material type
- Acutely hazardous material
- DOT hazard class
- Pressure
- Physical state
- Unique or non-unique barcode

Upon completion of the field inventory, a comprehensive HMI report will be made available to the client through the Keenan P&C Bridge. The HMI report contains the following:

- Findings and recommendations related to hazardous conditions observed during the inventory and organized by priority (i.e., immediate, high, medium or low)
- An administrative review of the client's existing hazardous materials related programs
- A complete list of hazardous materials that were observed at time of the inventory, organized in a three-tier location hierarchy (i.e., district, site, area)
- A listing of any observed extremely hazardous substances (EHS)

Safety Data Sheet On-Line Management Tool
Upon completion of the field inventory and the HMI report, the client will be provided access to a web-based Safety Data Sheet (SDS) management tool. The SDS tool will be pre-populated with the client's HMI and the location data obtained during the most recent inventory. The SDS tool is typically updated in subsequent contract years through an automated sync process.

Clients have the option to scan and upload, attached as a PDF, or download SDS from a robust repository. Keenan also makes every effort to pre-match as many SDS sheets as possible. Any pre-matched SDS will be automatically uploaded to the client's SDS tool during the automated sync process; however, Keenan makes no guarantee as to the percentage or quantity of SDS that will be pre-matched during the HMI and sync process. Clients are provided with an exception list which defines all inventoried hazardous materials that were not pre-matched during the sync process.

Clients have the ability to create virtual binders (collectives) in the SDS tool. Collectives can be useful when like-chemicals are found in multiple locations. Clients can also create secondary container labels, printable NFPA posters, and hard copy SDS through the management tool. Client access to the SDS tool will terminate 12 months following the expiration of the client's HMI contract.

*The goal of Keenan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

EXHIBIT B

FEE SUMMARY

Keenan's annual fee to provide the San Ysidro School District with the Hazardous Materials Compliance Program is $23,673.00. Additional services (i.e. training, HMBP assistance, CERS, etc.) can be provided at $178.00 per hour.

An annual fee of $7,891.00 will be invoiced upon receipt of the report.

During the term of the agreement, if new sites open or are closed, the fee will be adjusted accordingly.

Fee includes:

- Professional Time
- Preparation and Scheduling
- Travel Time
- Follow-Up Analytical Report
- Clerical Support/Word Processing
- All Expenses Associated with Program

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

Loss Control
A Keenan Solution

NOTICE OF HMI SCOPE OF WORK CHANGE

Please note that we have made an adjustment to our historical approach to the HMBP/CERS and employee training portion of this service contract.

Old/expiring language regarding HMBP/CERS and Training services:
Your old/expiring HMI contract may have included services to assist with updating and/or submitting HMBP/CERS information, as well as live employee training(s) as a standard component of your HMI scope of work.

New HMBP/CERS and Training services:
Due to changes and interpretation differences in related regulations, this new HMI scope of work does NOT include any HMBP/CERS or live employee training services as part of the standard fee/scope of work. The contract DOES allow for these services to be provided, but at a pay-as-you-go hourly rate. This allows for the customer to select how much assistance they want with the HMBP/CERS submittal process, as well as how many live employee trainings they want. The customer can work with their designated Consultant to determine how much, if any, HMBP/CERS and/or training services will be provided under the contract.

If you have any questions or concerns about this change, please contact your designated Consultant or send an email to kdimonte@keenan.com.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES

BACKGROUND INFORMATION:
Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

Amendment No. 1 amends Exhibit B Compensation of the Agreement for the period from July 1, 2020 through June 30, 2021 with a slight increase in rates of 3% from the previous program year. All other terms and conditions remain the same.

RECOMMENDATION:
Approve Amendment No. 1 to the agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services. Compensation for services will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

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

TBD	General
(Amount)	(Name of funding source and/or location)

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

AMENDMENT No 1 to
PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES AGREEMENT

This Amendment modifies the **Property and Casualty Claims Administration Services Agreement** ("Agreement") effective on **July 1, 2019** by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan").

1. The effective date of this Amendment is **July 1, 2020.**

2. This Amendment amends **Exhibit B Compensation** of the Agreement for the period from **July 1, 2020** through **June 30, 2021** to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

   For the period **July 1, 2020 – June 30, 2021**:

V.P./A.V.P./Claims Manager -	$ 95.53 per hour
Senior Claims Examiner -	$ 90.13 per hour
Claims Examiner -	$ 79.83 per hour
Expenses -	43% of hourly billings
Minimum per file charge	One hour

3. All other terms and conditions of the Agreement remain unchanged.

4. Each person signing this Amendment on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

San Ysidro School District			Keenan & Associates	
Signature:			**Signature:**	
By:	**Marilyn Adrianzen**		**By:**	**Eric J. Lucas, Esq.**
Title:	**CBO**		**Title:**	**Vice President**
Address:	**4350 Otay Mesa Road** **San Ysidro, CA 92173**		**Address:**	**2355 Crenshaw Blvd., Ste. 200** **Torrance, CA 90501**
Attention:	**Marilyn Adrianzen**		**Attention:**	**Greg Trapp**
Telephone:	**(619) 428-4476 x3004**		**Telephone:**	**(949) 940-1760 x5165**
E-mail:	**marilyn.adrianzen@sysdschools.org**		**E-mail:**	**gtrapp@keenan.com**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PARADIGM HEALTHCARE SERVICES FOR 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:
The San Ysidro School District is renewing its agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the Random Moment Time Survey (RMTS) submission and review process by providing healthcare billing services to San Ysidro School District.

LEA Medi-Cal Billing: 15% of the total reimbursed amount
Medi-Cal Administrative Activities (MAA): $45.00 per participant claimed on Client's MAA Invoice per quarter and $500.00 per month on consultation fee.

RECOMMENDATION:
Approve the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2020-2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ Renewal ☐ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications? ☒ Yes ☐ No

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

Requisition #

To be determined (Amount)

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

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

paradigm | healthcare

SERVICE AGREEMENT

This Service Agreement (**"Agreement"**) is entered into as of the 1st day of July 2020 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (**"Paradigm"**) and San Ysidro Elementary School District, a Local Education Agency (**"Client"**).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. ***Retention.***

   Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. ***Term.***

   This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2021 ("Initial Term") subject to the termination provisions set forth in Paragraph, "Termination." Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase "Term of the Agreement" shall refer to the Initial Term and any subsequent renewal period. The phrase "Fiscal Year" as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. ***Paradigm LEA Billing Services.***

   a. **Program Implementation Services.**

   (1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services ("DHCS") to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. ***Client's LEA Billing Service Obligations.***

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. ***Paradigm CRCS Services.***

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. ***Client's CRCS Obligations.***

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. ***Paradigm MAA Billing Services.***

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. MAA Program Consulting Services.

(1) **Ongoing Consultation**. Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training**. Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing**. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support**. Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support**. Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies**. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

b. <u>MAA Invoice Preparation & Submission Services</u>.

(1) **Medi-Cal Eligibility**. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing**. Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge**. Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination**. Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis**. Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies**. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. ***Client's MAA Obligations.***

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. Official RMTS Participant Roster (TSP). On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

d. Time Survey Summary Results. Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.

e. Direct Charge Documentation. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. Fees for LEA Billing Services.

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Sliding Scale Reduction of Paradigm Fees.** Paradigm's fees for LEA Billing Services in any Fiscal Year decrease whenever the dollar value of Client's Interim Approved Claims exceeds $500,000 in that Fiscal Year. An additional decrease in Paradigm's fees will apply to Client's Interim Approved Claims in excess of $1,000,000 in the same Fiscal Year. These fee reductions will apply prospectively, i.e., to LEA Billing claims receiving interim approval after an applicable threshold is reached and before the end of the Fiscal Year. The schedule of Paradigm's reduced fees at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event the Federal Medical Assistance Percentage (FMAP) increases or DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm's flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(4) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:

13.5% of the dollar value of the first $500,000 of Interim Approved Claims;

12% of dollar value of Interim Approved Claims from $500,001 to $1,000,000; and

10% of the dollar value of Interim Approved Claims in excess of $1,000,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(6) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) $100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) $8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services.

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be $500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to $45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

11. *Protection of Confidential Information.*

a. Definitions.

(1) **"Client Confidential Information"** shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by

Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **"Paradigm Confidential Information"** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **"Confidential Information"** shall mean Client Confidential Information and Paradigm Confidential Information.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without

limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Confidential Information.

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. ***Accuracy of Information.***

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. *Licenses and Permits.*

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this

Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. ***Indemnification.***

a. **Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. **Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. ***Termination.***

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

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b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination**. Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals**. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services**. Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

a. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or

sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm,

superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:
PARADIGM HEALTHCARE SERVICES, LLC

DocuSigned by:
By: Constance Laflamme
E54C9826251A43B...

Print Name: Constance Laflamme

Title: CEO/Owner

Date: 4/8/2020

Address:

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920
Fax: (415) 616-0910

CLIENT:
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

By: _____

Print Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Email: marilyn.adrianzen@sysdschools.org

Board approved: _____

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Appendix A - Fees for LEA Billing Services

Service Provider	Svc Category	*Interim $s @ 50% FMAP*	Paradigm's Fees Rate 1	Rate 2	Rate 3
Associate Marriage and Family Therapist	Treatment	*$17.32*	$2.34	$2.08	$1.73
Audiologist	Assessment	*$106.20*	$14.34	$12.74	$10.62
Audiologist	Treatment	*$48.67*	$6.57	$5.84	$4.87
Counselor	Treatment	*$10.75*	$1.45	$1.29	$1.08
Licensed Physical Therapist	Assessment	*$126.14*	$17.03	$15.14	$12.61
Licensed Physical Therapist	Treatment	*$35.04*	$4.73	$4.20	$3.50
Licensed Physician Assistant	Assessment	*$10.75*	$1.45	$1.29	$1.08
Licensed Physician Assistant	Treatment	*$39.41*	$5.32	$4.73	$3.94
Licensed Respiratory Care Practitioner	Assessment	*$10.75*	$1.45	$1.29	$1.08
Licensed Respiratory Care Practitioner	Treatment	*$10.75*	$1.45	$1.29	$1.08
Licensed Vocational Nurse	Treatment	*$10.75*	$1.45	$1.29	$1.08
RN, Public Health Nurse, Certitied Nurse Practitioner	Treatment	*$10.75*	$1.45	$1.29	$1.08
Occupational Therapist	Assessment	*$122.61*	$16.55	$14.71	$12.26
Occupational Therapist	Treatment	*$40.45*	$5.46	$4.85	$4.04
Occupational Therapist Assistant (licensed)	Treatment	*$17.95*	$2.42	$2.15	$1.79
Orientation and Mobility Specialist	Assessment	*$10.98*	$1.48	$1.32	$1.10
Orientation and Mobility Specialist	Treatment	*$10.98*	$1.48	$1.32	$1.10
Physical Therapist	Assessment	*$126.14*	$17.03	$15.14	$12.61
Physical Therapist	Treatment	*$35.04*	$4.73	$4.20	$3.50
Physical Therapist Assistant (licensed)	Treatment	*$15.11*	$2.04	$1.81	$1.51
Physician (licensed)	Treatment	*$10.75*	$1.45	$1.29	$1.08
Program Specialist	Treatment	*$10.75*	$1.45	$1.29	$1.08
Psychologist, MFT, Social Worker (licensed and credentialed)	Assessment	*$267.94*	$36.17	$32.15	$26.79
Psychologist, MFT, Social Worker (licensed and credentialed)	Treatment	*$40.94*	$5.53	$4.91	$4.09
Registered Associate Clinical Social Worker	Treatment	*$17.32*	$2.34	$2.08	$1.73
Registered Credentialed School Nurse	Assessment	*$72.97*	$9.85	$8.76	$7.30
Registered Credentialed School Nurse	Treatment	*$10.43*	$1.41	$1.25	$1.04
Registered Dietician	Assessment	*$10.75*	$1.45	$1.29	$1.08
Registered Dietician	Treatment	*$10.75*	$1.45	$1.29	$1.08
Speech-Language Pathology Assistant	Treatment	*$15.92*	$2.15	$1.91	$1.59
Speech-Language Therapist (licensed and credentialed)	Assessment	*$58.19*	$7.86	$6.98	$5.82
Speech-Language Therapist (licensed and credentialed)	Treatment	*$36.74*	$4.96	$4.41	$3.67
Trained Health Care Aide	Treatment	*$4.73*	$0.64	$0.57	$0.47
Transportation	Transportation	*$9.27*	$1.25	$1.11	$0.93

The reduced Paradigm fee schedule will apply prospectively to Interim Approved Claims after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.	Rate 1 the first $500,000	Rate 2 $500,001 to $1M	Rate 3 above $1M

** This is the maximum federal reimbursement rate for the provider type and category of service. Not all services for the provider type are reimbursed at this rate; however, Paradigm always processes each service at its maximum reimbursement rate.*

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

☐ Informational
☒ Action

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

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

This MOU was Board approved on February 13, 2020. Due to the emergency with the COVID-19 pandemic, Our Lady of Mt. Carmel (OLMC) is requesting a change in the expenditures of this funding. OLMC requested funding to purchase 43 student licenses from Renaissance Learning at the cost of $1,240.55, 2 activity tables at the cost of $757.18, copy paper in the amount of $59.00 for Title I parent involvement, and Chromebooks for students to use with distance learning due to school closures at the cost of $3,949.27. The items canceled were the Achieve3000 licenses and the Title I teacher.

RECOMMENDATION:
Approve/Ratify the amendment to the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I fund and services for the 2019-2020 school year at a cost not to exceed $6,006.00.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.21 & Goal 3: Parent Engagement – Parent participation in the educational process will increase annually – Action 3.8

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

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

Total Allocation	
$6,006.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Memorandum of Understanding Title I

Provision of Title I
Programs and Services to Private Schools
2019-2020 School Year

Amended June 18, 2020

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2019-2020 school year.

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

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

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2019-2020 school year, Our Lady of Mt Carmel identified intervention services, specifically the Learning Support Program, as an area of need for its students.

Term: July 1, 2019 – June 30, 2020

Section 3: What services and products will be provided?

After a meeting on October 17, 2019, Our Lady of Mt Carmel (OLMC) requested funding for the purchase of the following:

1. Forty-three (43) student licenses from Renaissance Learning at the cost of $1,240.55,
2. Two (2) Markerboard Activity Tables at the cost of $757.18
3. Copy paper in the amount of $59.00 for Title I parent involvement.
4. Chromebooks in the amount of $3,949.27

The total amount of Title I funding for school year 2019-2020 shall not exceed $6,006.00.

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

(a) The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. Licenses from Renaissance Learning will give access to 43 students to use Accelerated Reader/Math and Star 360, Two (2) activity tables will be used by students in grades Kindergarten through 8th. Chromebooks will be used by students during distance learning.

The items listed in section 3 will be provided for the use of Title I SYSD students enrolled at Our Lady of Mt Carmel.

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

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

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

This MOU is the entire understanding of District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

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

Signature: _____ Date: _____

Title: Chief Business Official Board Approved:

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title I Funds
(Parents)
San Ysidro School District

Date Submitted: 01/10/2020

Materials/Programs being requested:

- Printing Paper

Cost of Materials/Programs:

Printing Paper

Total = $59.00 (use all allocated funds)

Designated district vendor.

Blessings,

Sr. Eva Lujano
Principal

Our Lady of Mt. Carmel School

4141 BEYER BLVD., SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

2019-2020 Title I Funds
(Regular)
San Ysidro School District

Date Submitted: 06/052020 *updated

Materials/Programs/Services being requested:

- Renaissance renewal: Accelerated Math and Accelerated Reader Subscriptions
- Renaissance Star 360 Applications
- Two (2) Markerboard Activity Tables
- Chromebooks (quantity depends on price per unit)

Cost of Materials/Programs:

Renaissance renewal: Accelerated Math & Accelerated Reader Subscriptions

Total = $ 724.55

43 student licenses at $8.40 each

Renaissance Star 360 Applications

Total = $ 516.00

43 student licenses at $12.00 each

Two (2) Markerboard Activity Tables

Total = $ 757.18 (before taxes & shipping)

Classroom Select Apollo Markerboard Activity Table, Kidney, LockEdge, 48 x 72 Inches, Various Options

https://www.amazon.com/Classroom-Select-Markerboard-Activity-LockEdge/dp/B07FDP9NM8/ref=sr_1_4?crid=JVPW22Z9ORHL&keywords=kidney+table+whiteboard&qid=1578680236&sprefix=kidney+table+%2Caps%2C246&sr=8-4

Chromebooks (quantity depends on price per unit)

Total = remaining Title I (regular) balance of approximately $ 3,949.27

Blessings,

Sr. Eva Lujano
Principal

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Human Resources
Dr. David Farkas, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AZUSA PACIFIC UNIVERSITY FOR EDUCATIONAL FIELD EXPERIENCES

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with Azusa Pacific University to provide educational field experiences. This is a five-year agreement (July 1, 2020 to June 30, 2025) with no cost to the District.

RECOMMENDATION:
Approve the agreement with Azusa Pacific University to provide educational field experiences 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

AZUSA PACIFIC
UNIVERSITY
School of Education

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and San Ysidro School District, hereinafter called the **DISTRICT**:

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University's Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars ($100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

"Intern teaching" as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates' confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University	San Ysidro School District
By:_____	Signature:_____
Name: Anita Fitzgerald Henck	Printed Name:_____
Title: Dean, School of Education	Title:_____
Date:_____	Date:_____
Azusa Pacific University	Address: _____
School of Education	_____
P.O. Box 7000	Phone Number: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PRESTIGE STRIPING SERVICES INC.

BACKGROUND INFORMATION:
The California Department of Education - Child Development Division has approved funds to repair and/or replace the asphalt, pavement, and/or blacktop at the Preschool and Child Development Center located next to Smythe School.

Prestige Striping Services Inc. was hired to repair and/or replace asphalt & pavement at the Preschool and Child Development Center.

RECOMMENDATION:
Approve/Ratify the agreement with Prestige Striping Services Inc. for asphalt repairs and/or replacement at the Preschool and Child Development Center at a cost of $35,585.00 from the Preschool & Child Development Fund.

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	
$35,585.00 (Amount)	Preschool & Child Development (Name of funding source and/or location)	

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER $45,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

Prestige Striping Services Inc., hereinafter called the **CONTRACTOR** and the

San Ysidro School District, hereinafter called the **DISTRICT.**

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Thirty five thousand five hundred eighty five and 00/100 **Dollars ($ 35,585.00)**
(MAY NOT EXCEED $45,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over $25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE**: Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-12.

3. **CONSTRUCTION PERIOD**: This contract shall commence on June 15, 2020, with work to be completed within _____ (_____) consecutive days and/or by June 25, 2020.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

Asphalt Pavement and Repairs – Preschool & Child Development Center
See Attachment (Estimate #88696)
PREVAILING WAGE RATES APPLY

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20___, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- _____ Installation of physical barrier at the work site to limit contact with pupils.
- _____ Surveillance of employees of the Contractor by school personnel.
- _____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
  Supervisor's Name: _____
  Soc. Sec. No. (last 4 digits or full CDL#)_____

_XX_ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- _XX_ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- _____ Other, describe _____.

District Signature: _____, Title: _Chief Business Official_____

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

____ Work Specs/Scope of Work Statement

____ Certificates of Insurance

____ Workers' Compensation Insurance Certificate

____ Non Collusion Affidavit

____ Contractor Certification Form, Attachment A

____ Contractor DIR Registration Certification Form, Attachment B

____ Terms and Conditions, Attachment C

_____ Purchase Order No. _____

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY
_____Individual
_____Sole Proprietorship
_____Partnership
_____Corporation
_____Other

TAX IDENTIFICATION

_____
Employer Identification Number

_____
Social Security Number

License No:_____ **Classification:**_____ **Expiration Date:**_____

(District Use Only – Purchasing Dept:)
CSLB License & DIR Reg. verified by _____, Date_____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title
Company Name and Street Address: Prestige Striping Services Inc. 1054 Railroad St. Corona, CA 92882	Signature
Phone: (951) 270-2999	Email:
DISTRICT	
Date:	District Representative – Print Name and Title **Marilyn Adrianzen** **Chief Business Official**
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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 Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____(Name), _____(Title) certify that

Contractor Representative Print Name:	Title:
Company Name: Prestige Stripting Services Inc. 1054 Railroad St. Corona, CA 92882	DIR Registration Number: DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

_____ Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.
Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

“Apprenticeable craft or trade,” as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work.
The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT: Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER $25,000.

(Balance of page intentionally blank.)

PRESTIGE STRIPING SERVICES INC
Our Reputation is On The Line
License# 827632

1054 Railroad St
Corona, CA 92882
Phone 951.270.2999
Fax 951.270.2899

Proposal & Contract# 88696

Submit To:	Contact:	Project
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Paulo Axevedo Office 619-428-4476	Preschool & Child Development Center 1880 Smythe Ave, San Ysidro

Date:	Project Manager	
2/5/20	Griffin Christensen	

Bid Per Job Site Visit
Bid for Prevailing Wages
Bid for 1 Mob
Prestige DIR#1000015267
Grade to be made +/- 1/10
Excludes:Traffic control, Installation of Base

ASPHALT MILL & INLAY APPROX. 7,810 S.F. IN (1) LOCATIONS:

1.Mill/Coldplane approx. 7,810 s.f. of existing asphalt up to a depth of 1" and haul debris to a legal dumpsite.
2.Clean, tack and Inlay approx. 7,810 s.f. of previously milled asphalt in (1) location with up to 1" of hot mix asphalt. Roll and compact to a smooth finish.
3.Install approx. 111 l.f. of redwood header board where asphalt meets landscape areas.
4.Edge grind and taper 3 asphalt ramps over approx. 150 s.f.
5.Clean, prep, tack, and inlay 3 asphalt ramps with hot mix asphalt for a smooth transition over approx. 150 s.f.
6.power clean and seal coat 3 asphalt ramps at approx. 100 s.f. in (1) move with (2) coats of Overkote industrial pavement sealer or equivalent.

SEAL COAT APPROX. 225 S.F. IN (1) MOVE(S) (INBETWEEN PORTABLE CLASSROOMS):

1.Power clean and seal coat approx. 225 s.f., in (1) move with (2) coats of 'OverKote' industrial pavement sealer or equivalent.

STRIPING:

#	Qty	Description
1	2	20' Circle W/ Shapes
2	12	4' Long Line W/ Number 1-12
3	12	4' Long Line W/
4	2	12 Square W/ Number 1-12
5	1	Hop Scotch
6	350	L.F of 4" Line (Trucycle Track)
7	1	Snake Game
8	1	35' 4" Line W/ Shapes

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Proposal & Contract# 88696

Prestige Striping Services

Total **$35,585.00**

Terms : Due and payable upon completion.
Proposal valid for 30 days from 2/5/2020.

by: _____
Subject to office approval

Acceptance of Proposal And Contract: I/We accept the within proposal. You are authorized to perform the work comprehended hereunder and I/We agree to pay the said amount in accordance with the terms set forth. Owner/Contractor to accept Prestige Striping Services insurance limits. Proposal are not bid at prevailing wage unless specified. Not responsible for pulling permits fees. By signing this Proposal/Contract below I/We agree to the above and attached Terms and Conditions on the following page.

Date: _____ **Owner/Customer:** _____ **Print:** _____
PLEASE SIGN AND REMIT COPY TO ABOVE ADDRESS

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Corona, CA 92882
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Proposal & Contract# 88696

Estimator: Griffin Christensen

Date: 2/5/2020

Warranties and Conditions

ALL TERMS AND CONDITIONS STATED HERE ARE BINDING AND A FUNDAMENTAL PART OF THIS CONTRACT

1. While delivering material(s), supplies, or equipment over roadways and/or drives of the premises Prestige Paving Company shall not incur liability thereof.
2. Customer(s) agree to pay all court costs and reasonable attorney's fees in the event this contract is turned over to an attorney for enforcement on collection, and **Prestige Paving Company** is the prevailing party.
3. **Prestige Paving Company** will warranty material and workmanship for 1 year.
4. Any invoice not paid upon completion will be subject to interest of 1% per month. An invoice is considered paid when **Prestige Paving Company's** banking entity has cleared the transaction.
5. **Prestige Paving Company** shall not be responsible for *any* of the following (unless otherwise noted in body of contract):
    a. Engineering, testing, inspections, permits, licenses, fees, and/or traffic control.
    b. Damage to underground utilities not shown on blue prints or marked on job site.
    c. Pavement sinking or settling resulting from failure or settling of sub-grade from water erosion, improper compaction or other causes beyond control of **Prestige Paving Company**
    d. Reflective cracking or water drainage problems from any new asphalt patching overlays due to preexisting pavement conditions, including but not limited to poor or unstable base conditions improper grades, or underlying water problem, etc.
    e. Drainage of designed or existing fall of less than 1%.
    f. Damage to rock or sub-grade caused by water infiltration.
    g. Seal materials adhering to oil saturated spots or other substances that cause the seal not to bind properly to the asphalt. Normal cleaning procedures do not include the removal of oils.
    h. Damage to seal or asphalt if barricades are removed or taken down prior to the time(s) scheduled.
    i. Damage to cars, concrete, shoes, clothes, carports, or any other items as a result of getting onto the asphalt prematurely.
    j. Power steering mark, scuffing, heat tears of seal coat as this is natural occurrence and will usually correct itself over time.
    l. Damage that is not the direct result of negligence or willful misconduct of **Prestige Paving Company**
    m. Crack sealing, as it will settle and re-crack even though it is properly applied. After the cracks have been sealed, they will still show through any seal coating.
    n. Additional moves of labor, equipment or material over and beyond the contracted amount.
    o. Inclement or adverse weather.
    p. Curb painting as they will crack and peel.
6. It is critical that **Prestige Paving Company** find the project site ready for the start of their work as scheduled with the Customer. This includes but not limited to:
    a. All landscaping water must be turned off (24) hours prior to commencement of work, and must remain off for (48) hours after completion of work to allow for curing of materials.
    b. All areas where work was/is performed must remain closed to foot and vehicular traffic for a minimum of (24) hour after completion of work.
    c. All vehicles, dumpsters, trailers, other trades debris, etc. must be removed before our arrival on-site.
7. It is the owners responsibility to notify any tenants or other interested parties at least (72) hours before the start of the project. If it is necessary for Customer to reschedule the job, the Customer must notify **Prestige Paving Company** in writing at least (48) hours in advance. If notice is not given in time, then a "move-in" fee will be charged for all preparations made which can range from $1,500 to $4,500.00 depending on what type of work was scheduled.
8. Unless otherwise noted in the body of the contract, **Prestige Paving Company** cannot be held liable for unforeseeable conditions and additional labor, material, equipment, disposal charges, etc. will be applied if, and not limited to:
    a. Asphalt fabric of any kind is found in the existing asphalt during the grinding or demolition of said pavement.
    b. When removing and replacing existing asphalt it is discovered that the thickness is more than stated in the body of the contract.
    c. Yielding or problematic sub-grade conditions are discovered and are needed to be stabilized prior to the installation of asphalt.
    d. Standing time or work delays that are incurred, which will be billed as an additional cost to the customer as per the crew on-site.

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Proposal & Contract# 88696

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 18, 2020

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMS LINQ INC.

BACKGROUND INFORMATION:
The services provided by EMS LINQ Inc. include a unique Nutrition website designed for San Ysidro School District in support of the Child Nutrition Services (CNS) Department in the promotion, communication and education of students, parents and teachers about the benefits of making smart nutrition choices leading to healthy habits that will last a lifetime. Through this user friendly website, CNS can provide interactive nutrition tools and resources to promote the District's wellness objectives by providing an easy to manage Online Menu Design, Mobile Menus and USDA regulation information and legal statements.

In addition, the Meals Plus software is used for the administrative management of school meals. By having Meals Plus host the department's database, Meals Plus will manage Microsoft SQL, all backups, and archive all historical information. The benefit is that any technology related catastrophic event will not impact data from the Nutrition Services Department.

RECOMMENDATION:
Approve the agreement with EMS LINQ Inc. to host the Child Nutrition database and provide a nutrition website for all school sites for school year 2020-21 at a cost up to $12,411.50 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the District.

☒ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

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

$12,411.50	Child Nutrition Fund 13
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SERVICE AGREEMENT

This agreement is made and entered into this 19th day of June, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

EMS LINQ INC.	(800) 541-8999
Company/Consultant	Telephone Number
2528 Independence Blvd., Suite 200, Wilmington, NC 28412	www.linq.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Company/Vendor shall provide those services specified in the Company/Vendor 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, Company/Vendor represents and warrants that Company/Vendor is a provider of first class work and services and Company/Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Company/Vendor 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. Company/Vendor 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. Company/Vendor 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 Company/Vendor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2020 To: June 30, 2021

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

2 FEES AND PAYMENTS

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

2.2 PAYMENTS
Company/Vendor shall submit to District an itemized invoice which indicates work completed by Company/Vendor. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Company/Vendor within 30-days and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Company/Vendor, 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 Company/Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Company/Vendor 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 Company/Vendor anticipates and that Company/Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF COMPANY/VENDOR

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

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

4.3 STANDARD OF CARE:
Company/Vendor 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. Company/Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Company/Vendor warrants that all of Company/Vendor's employees and third-party Companies/Vendors shall have sufficient skill and experience to perform the Services assigned to them. Company/Vendor further represents that it, its employees and third-party Companies/Vendors 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 Company/Vendor'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 Company/Vendor'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 Company/Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT COMPANY/VENDOR & ADDITIONAL PERSONNEL
Company/Vendor is retained as an independent company and is not an agent or employee of the District. No employee or agent of Company/Vendor 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. Company/Vendor 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 Company/Vendor shall at all times be under Company/Vendor's exclusive direction and control. Company/Vendor 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
Company/Vendor 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. Company/Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Company/Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Company/Vendor 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. Company/Vendor 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 – Company/Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Company/Vendor 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, Company/Vendor shall not allow any subcontractors or employees to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Company/Vendor 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 Company/Vendor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

For any claims related to this contract, the **Company/Vendor'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 Company/Vendor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Company/Vendor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Company/Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Company/Vendor 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 Company/Vendor 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 Company/Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Company/Vendor 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 Company/Vendor'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 Company/Vendor 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. Company/Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Company/Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Company/Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Company/Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Company/Vendor shall be entitled to no further compensation. Company/Vendor may not terminate this Agreement except for cause.

(2) Company/Vendor's Termination for Cause. This Agreement may be terminated by the Company/Vendor 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 Company/Vendor 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, Company/Vendor 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 Company/Vendor to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Company/Vendor in connection with the performance of Services under this Agreement. Company/Vendor 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 Company/Vendor pursuant to this Agreement, shall be the sole property of the District, except that Company/Vendor shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Company/Vendor shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Company/Vendor/Service Provider from LEA/District continue to be the property of and under the control of the District. The Company/Vendor will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Company/Vendor will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Company/Vendor 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 Company/Vendor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Company/Vendor certifies that a pupil's records shall not be retained or available to the Company/Vendor upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Company/Vendor to ensure compliance with FERPA.
- Company/Vendor 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

Company/Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Company/Vendor 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

Company/Vendor shall provide adequate staff and resources to facilitate all Company/Vendor activity. Should Company/Vendor fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Company/Vendor for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Company/Vendor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Company/Vendor, its officials, officers, employees, subcontractors, Company/Vendors or agents in connection with the performance of the Company/Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Company/Vendor's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Company/Vendor, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Company/Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Company/Vendor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Company/Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Company/Vendor, and, upon Company/Vendor obtaining a final adjudication by a court of competent jurisdiction, Company/Vendor's liability for such claim, including the cost to defend, shall not exceed the Company/Vendor's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Company/Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Company/Vendor shall not be permitted to have any contact with District pupils until such time as Company/Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Company/Vendor and/or its employees will have limited contact with District pupils or if Company/Vendor and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

COMPANY/VENDOR:	EMS LINQ INC.	
Name:	JoAnna McVaugh	
Title:	Director of Sales Operations	
Address:	2528 Independence Blvd.	
City/State/Zip Code:	Wilmington, NC 28412	
Telephone:	(910) 799-5427	
Email:		

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Evelyn Zarzosa
Title:	Chief Business Official	Director, Child Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3011
Email:	Marilyn.adrianzen@sysdschools.org	Evelyn.zarzosa@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Company/Vendor as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

COMPANY/VENDOR

EMS LINQ INC.
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

/
Date / Board Approved:

Revised 01-23-19

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivisI (c) that in performing services under this contract, **Company/Vendor's employees and/or Subcontractors may have contact with pupils**.

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

_____(*Initial*) Company/Vendor 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 Ition 667.5(c) or a serious felony listed in Penal CodIection 1192.7(c).

_____(*Initial*) Company/Vendor 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 PenalIde section 667.5(c) or a serious felony listed in PenICode section 1192.7(c).

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

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

_____(*Initial*) Company/Vendor's individuals/employees and/or 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 Company/Vendor's employees/individuals and/or 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 feIy listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Company/Vendor's and 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/Vendor Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____–_____

REVISED 01-23-19

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Refer to Quote No. Q-14814-3

1.	Meals Plus – Database Hosting Annual 6-15	$3,708.00
2.	ISITE Support – SNAF Website and Menu	$1,127.85
3.	Point of Sale Plus – Annual Subscription – V9	
	• (9 @ $200.85)	$1,405.95
4.	Meals Plus (MP) Support:	
	• Point of Sale (9 @ $360.50)	$3,244.50
	• Inventory 6-15	$1,024.85
	• STU 6-15	$ 952.75
	• Menus 6-15	$ 669.50
	• Production Record (9 @ $30.90)	$ 278.10
2020-21 (July 1 – June 30) Total:		**$12,411.50**

EXHIBIT A – Approval by Authorized Representatives

San Ysidro School District	EMS LINQ
_____	_____
Marilyn Adrianzen, Chief Business Official	Authorized Representative Name: Title:
Board Approved:	Email:

EMS LINQ
Connecting the K-12 Community

This is not an invoice.

Quote #: Q-14814-3

2528 Independence Blvd
Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: rmarella@linq.com

Customer Contact
Evelyn Zarzosa
(619)428-4476X3011
evelyn.zarzosa@sysdschools.org

Bill To
San Ysidro Elementary School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

RENEWAL CONTACT	EMAIL	SERVICE PERIOD
Robin Marella	rmarella@linq.com	(July 1, 2020 - June 30, 2021)

2020-07-01

QTY	PRODUCT	UNIT PRICE	EXTENDED
1	MP - Database Hosting Annual 6-15	$3,708.00	$3,708.00
9	MP Support - Point of Sale	$360.50	$3,244.50
1	ISITE Support - SNAF Website and Menu	$1,127.85	$1,127.85
1	MP Support - Inventory 6-15	$1,024.85	$1,024.85
1	MP Support - STU 6-15	$952.75	$952.75
1	MP Support - Menus 6-15	$669.50	$669.50
9	MP Support - Production Record	$30.90	$278.10
7	Point of Sale Plus - Annual Subscription - V9	$200.85	$1,405.95

Tax:	$0.00
Shipping:	
Grand Total:	$12,411.50

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 18, 2020

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH HOLLANDIA DAIRY INC. VIA THE NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM OF SAN DIEGO COUNTY

BACKGROUND INFORMATION:
The District is currently part of the North County Educational Purchasing Consortium (NCEPC) which allows districts to purchase products at a more cost effective price. NCEPC conducted Bid No. CNS1920-1000 for Milk and Dairy Products and awarded the bid to Hollandia Dairy Inc.

The NCEPC renewed the agreement with Hollandia Dairy Inc. for school year 2020-21 of which the District is a part of.

RECOMMENDATION:
Approve the agreement with Hollandia Dairy Inc. via the North County Educational Purchasing Consortium (NCEPC) Bid No. CNS1920-1000 to provide milk and dairy products during school year 2020-21.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2020-21 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Child Nutrition Services
(Amount)	(Name of funding source and/or location)

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

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

RENEWAL AGREEMENT
NCEPC BID #CNS1920-1000 MILK AND DAIRY PRODUCTS

THIS AGREMENT REFERS TO DISTRICTS IN REGIONS 2 AND 3

THIS AGREEMENT, made and entered into this 3rd day of June 2020 by and between the North County Educational Purchasing Consortium, San Diego County, California, hereinafter called the Consortium, and Hollandia Dairy, hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents from original 2019-2020 Bid: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General and Special Conditions, Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the Consortium and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the ordering district

   (List of Items awarded is attached. Signature of vendor is required.)

3. PAYMENTS. Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, the ordering district agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set opposite each item.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the Consortium may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

   The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Consortium.

5. CONSORTIUM'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The Consortium may authorize a member district to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the Consortium may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the Consortium at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

   The estimated cost of a proposed change shall be established in one or more of the following methods:

   a) By an acceptable lump sum proposal from the Contractor.

   b) By unit prices agreed upon by the Consortium and the Contractor.

   No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the Consortium and written consent thereto obtained.

7. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the Consortium of the Contract for the period July 1, 2020 to June 30, 2021, for all districts in **Region 2** and **Region 3** of the North County Education Purchasing Consortium, as defined in original bid document, pertaining to **Bid #CNS1920-1000**. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. DEFENSE AND INDEMNITY: (a) Neither the Consortium nor any ordering District shall be liable for, and Contractor shall defend and indemnify the Consortium and any and all ordering Districts and their officers, agents, employees and volunteers (collectively "Consortium Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of Consortium Parties. Contractor shall have no obligation, however, to defend or indemnify Consortium Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Consortium Parties.

   (b) Contractor shall defend and indemnify the Consortium Parties and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

9. THE ORDERING DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final

acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

10. REMOVAL OF REJECTED ITEMS: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

11. DELAY DUE TO UNFORESEEN OBSTACLES. The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, pandemic, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Consortium.

13. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CONSORTIUM: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the Consortium or its member districts.

14. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and Consortium and Ordering District against liability or claims of liability which may arise out of this Agreement.

    In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the Consortium and ordering District shall be excess and noncontributory."

    No later than ten (10) working days after the execution of this Agreement, Contractor shall provide Consortium and ordering District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name Consortium and ordering District(s) and their officers, agents and employees as additional insured's under said policy.

    The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

15. CONDITIONAL BID: The Consortium reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

16. HAZARDOUS MATERIALS: Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices and training. Contractor agrees that it will not store any Hazardous Materials at any Consortium or

ordering district Facility without prior approval of Consortium or ordering district or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students and agents of the Consortium or ordering district from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used In this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, materials, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other materials or substance giving rise to any liability, responsibility or duty upon the District with respect to third person under any Environmental Laws.

17. CONTACT WITH STUDENTS: MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUES) Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the Consortium and the ordering district, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the Consortium or ordering district or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees to comply with all federal, state and locals laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

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

20. SUCCESSORS: All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

22. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as Consortium may deem necessary, Contractor shall make available to Consortium for examination at Consortium's primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement, and Contractor will permit Consortium to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.

WARRANT 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.

IN WITNESS WHEREOF, the Consortium, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM
San Diego County, California

By _____
Bid Administrator

By _____
Contractor – Hollandia Dairy

6682 E. Mission Rd
Address

San Marcos, CA 92069
City/State/Zip

Approved by the NCEPC Governing Board on: June 3, 2020