

San Ysidro School District Governing Board

AGENDA

Thursday
August 13, 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, August 13, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (929) 324-9725 and enter the access code 174 127 337#. 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, JULY 16, 2020

5:00 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to publiccomment@sysdschools.org on or before Thursday, July 16, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (319) 505-8263 and enter the access code 105 300 564#. 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.

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

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:02 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

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

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: I. 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, July 16, 2020 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.

Board Member Irene Lopez made the 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 5:09 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

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 6:07 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Gurmilan Time: 6:07 p.m.

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

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
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 wanted to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@syzdschools.org on or before Thursday, July 16, 2020 at 3:00 pm. Please limit comments 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.

(Public comments attached.)

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Pallasigue, Commented: 1) While we do want to set up our students for success, nothing trumps being alive and thriving to live out that success. Whatever we feel might be lost, can be regained and recaptured. 2) Her charge as a board member is for safety and longevity for our community. 3) Read every public comment and shares many of the sentiments. We are listening and working together with our unions, staff, board and superintendent for the best possible outcome for everyone.

Board Member I. Lopez, Commented: 1) We are all in this together. 2) We hear your suggestions and most of us do think the same way; safety is first for all of us. We will work together in bringing a good response and to protect our community. 3) Thanked everyone for their comments. 4) We need time to work together and open with more knowledge.

Board Clerk R. Lopez, Commented: 1) Thanked everyone for their public comments. 2) Things can change daily and we will do our best to keep you well informed of what the district will do in moving forward.

Vice-President Martinez, Commented: 1) Thanked everyone for their public comments. For him, safety is most important. 2) He doesn't want San Ysidro to be the first school district to open doors and be the guinea pig doing blended learning while the rest of the districts are doing distance learning. 3) He recommends that we start the school year with distance learning and coincide with our neighboring school districts. Would like us to work together as a region, not just as a school district. 4) A special thank you to the Reopening Committee, Dr. Potter and her administrative team, Natalie and the SYEA team, Fernanda and the CSEA team for collaborating and taking part in the logistics for opening. 5) He agrees with the majority of the comments and prefers to open with distance learning only until we are able to coincide with the other school districts to do a blended model.

President Gurmilan, Commented: 1) Thanked everyone for their comments. Feels the urgency for making the right decision. 2) Thanked everyone that has been working to plan our reopening. He has complete trust in everyone that is working together to make this happen. 3) We will make the right decision for our children and staff. 4) Thanked the task force, Dr. Potter, the unions and everyone that is involved in making this happen.

Superintendent Potter, Commented: 1) Echoes the Board's gratitude towards our community and everyone that submitted a public comment. She listened to every single word that was shared. 2) Thanked the Reopening of Schools Task Force. They have been meeting frequently under the leadership of Manuela Colom, Executive Director of Educational Services. The state has allowed for us to choose from three instructional models; full time, blended or distance learning. 3) Parents were surveyed and almost fifty-percent wanted blended for this school year, about twenty-six percent asked for full time and under twenty-percent asked for distance learning. 4) We might be one of the first two districts to already have supplies on hand to safely open our schools. We know how important it is to monitor the coronavirus pandemic, particularly in our region. 5) Another family survey will go out. Safety is the top priority for the Board and I. 6) Has a draft superintendent's letter that is going out to families and staff.

11. CONFERENCE SESSION

Reports/Presentations

- 11.1 Reopening Task Force Update - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom
- 11.2 2019-20 LCAP/DBAC Committee Annual Report - Chief Business Official, Marilyn Adrianzen & Executive Director of Curriculum, Instruction & Innovation, Manuela Colom
- 11.3 2020-21 Special Tax Report on Community Facilities Development (CFDs) No. 1, No. 2 & No. 3 - California Financial Services/KeyAnalytics Division representatives, Steven Gald and Justin Bjorgan

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of June 18, 2020 and the minutes of the Special Board Meeting of June 18, 2020.

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

12.2 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATION REGULATIONS IN THE 3000 SERIES (Adrianzen)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations in the 3000 Series (Business and Non Instructional Operations).

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

12.3 RESOLUTION 20/21-0008 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved and adopted Resolution No. 20/21-0008 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2020-21 fiscal year. *(Representatives from California Financial Services - KeyAnalytics were available to answer any questions.)*

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

12.4 OPEN PUBLIC HEARING IN REFERENCE TO RESOLUTION NO. 20/21-0009 ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND COMMERCIAL/ INDUSTRIAL DEVELOPMENT (Adrianzen)

The Board opened public hearing in reference to Resolution No. 20/21-0009 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development pursuant to Education Code Section 17620 and Government Code Section 65995. Public comments should be submitted via email by 3:00 p.m. on July 16, 2020 at publiccomment@syzdschools.org. *(Representatives from California Financial Services - KeyAnalytics were available to answer any questions.)*

There were no public comments.

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

12.5 CLOSE PUBLIC HEARING IN REFERENCE TO RESOLUTION NO. 20/21-0009 ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND COMMERCIAL/ INDUSTRIAL DEVELOPMENT (Adrianzen)

The Board closed public hearing in reference to Resolution No. 20/21-0009 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development pursuant to Education Code Section 17620 and Government Code Section 65995.

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

12.6 RESOLUTION NO. 20/21-0009 ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND COMMERCIAL/ INDUSTRIAL DEVELOPMENT (Adrianzen)

The Board approved Resolution No. 20/21-0009 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development pursuant to Education Code Section 17620 and Government Code Section 65995.

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

13. CONSENT CALENDAR

The Board approved the Consent Calendar.

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

13A. CURRICULUM & INSTRUCTION

13A.1 LICENSES FOR RAZ-PLUS FROM LEARNING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING (Colom)

The Board approved the purchase of Raz-Plus from Learning A-Z as supplemental materials for literacy for the 2020-21 school year a total cost of \$32,423.62 from the Title I fund.

13A.2 LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY (Colom)

The Board approved the 3-year purchase of licenses for the Renaissance Learning Program for all sites at the total cost of \$230,280.08 from the CARES federal stimulus one-time funds (Elementary and Secondary School Relief Fund).

13B. BUSINESS

13B.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period June 9, 2020 through June 30, 2020.

13B.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of June 6, 2020 through July 8, 2020 for a total expenditure of \$1,421,104.79.

13B.3 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the fourth quarter from April 1, 2020 to June 30, 2020 of the 2019-20 school year for submission to the San Diego County Office of Education.

13B.4 AGREEMENT WITH GARDA CL WEST, INC. (Adrianzen)

The Board approved the agreement with Garda CL West, Inc. (GardaWorld) for armored transportation services during 2020-21 at an estimated monthly cost of \$100.00 from the General fund.

13B.5 AGREEMENT WITH AMERICAN PRODUCE DISTRIBUTORS FOR THE PURCHASE OF FRESH PRODUCE – RENEWAL (Adrianzen/Zarzosa)

The Board approved the renewal agreement for 2020-21 with American Mushroom, Inc. dba American Produce Distributors located in Chula Vista, CA to purchase fresh fruits and vegetables, in an amount estimated at \$170,000.00 from the Child Nutrition fund.

13B.6 AMENDMENT NO. 1 TO THE JOHNSON CONTROLS AGREEMENT (Adrianzen/Zarzosa)

The Board approved the Amendment with Johnson Controls to provide preventive inspections and diagnostic tests of kitchen hood fire suppression systems during 2020-21 in the amount of \$3,030.24 from the Child Nutrition fund.

13B.7 AGREEMENT WITH IMAGINE LEARNING FOR DISTRICT-WIDE MATH AND LANGUAGE & LITERACY LICENSES (Colom)

The Board approved the 3-year agreement with Imagine Learning for District-wide product access for Imagine Math and Language & Literacy, and professional learning packages at the cost of \$489,000.00 from the CARES federal stimulus one-time funds (Elementary and Secondary School Relief Fund).

13B.8 PURCHASE AGREEMENT WITH EXPLORE LEARNING, LLC FOR THE GIZMOS ONLINE SOLUTION AS A SUPPLEMENTAL SCIENCE PROGRAM FOR MIDDLE SCHOOL STUDENTS (Colom)

The Board approved the purchase agreement with ExploreLearning, LLC for the Gizmos online solution as a supplemental Science program for middle school students at the cost of \$3,900.00 from the Supplemental and Concentration fund.

13B.9 AGREEMENT WITH TEACH FOR AMERICA (Farkas)

The Board approved the District Educational Professional Services agreement with Teach for America. This agreement will expire on June 30, 2024.

13B.10 AGREEMENT WITH DR. DEBRA DUPREE / RELATIONSHIPS AT WORK FOR INTERACTIVE PROCESS SERVICES (Farkas)

The Board approved/ratified the agreement with Dr. Debra Dupree, Consultant of Relationships at Work for interactive process services for fiscal year 2020-21.

13B.11 PARTNERSHIP AGREEMENT WITH U.S. SOCCER FOUNDATION FOR A MINI-PITCH PROGRAM (Adrianzen/Azevedo)

The Board approved the Partnership Agreement with the U.S. Soccer Foundation for a Mini-Pitch Program at one or more school sites.

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

14. ADJOURNMENT Time: 9:00 p.m.

Respectfully Submitted,

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

PLEASE NOTE THAT THE CORPORATION'S MEETING TOOK PLACE FOLLOWING THE
REGULAR BOARD MEETING. THANK YOU

Public Comments for the July 16, 2020 - Regular Board Meeting

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

No.	From	Agenda/Non Agenda Item	Comment
1	Norma Sedano	Reopening Schools	<p>Dear Board members and SYSD,</p> <p>I am a teacher and a parent of two elementary aged children. I would like to urge you to begin the school year via distance learning safely from home. In our community the amount of new cases is very high. We cannot guarantee in good conscious the safety and well being of all staff and children. I understand that the best way to learn is for all of us to be in school physically. Unfortunately, this is an emergency. We don't know enough information about the virus and the safety measures do not ensure everyone's well being. This is an unprecedented situation. We teachers and staff will do our best to continue to provide support and education for our community and families. As a parent I will not risk my children going to school and becoming ill and I don't wish to put them in harm's way for going to work. Due to the current situation, we should start the year by doing distance learning. We can continue monitoring the situation until it is safe to consider reopening our schools. Thank you.</p>
2	Stephanie Hake	Public Comment for SYSD Board Meeting July 16, 2020	<p>Dear Board of Education,</p> <p>I hope everyone and their families are doing well. I am concerned about reopening our SYSD schools on-site on August 17th. Covid-19 numbers are skyrocketing in California. We closed schools in March without even a couple of days' notice for positive case numbers that now in comparison look tiny. The CA Governor has once again as of this week shut down indoor activities in California to stop the spread...yet SYSD teachers are to return to indoor classrooms in a few short weeks?</p> <p>We know high risk adults get serious illnesses and some unfortunate adults die alone in their hospital beds from Covid-19 with their last conversations through FaceTime. And let's not forget those lucky ones who survive, but owe \$10-100,000 in medical bills to the hospital. Some say kids will be OK, but what about the rare but devastating multi-organ system failure syndromes being identified in children? There are anecdotal stories in the news of people - children are people too - being sick for months after a positive diagnosis. We just don't know the long term effects of positive cases and we need to recognize that we don't know what we don't know.</p>

			<p>I recommend that we follow the wisdom of our neighboring districts and commit to a remote start for SYSD until it becomes legitimately safe to return on-site for all people. Schools serve communities in non-academic ways, such as promoting well-being and health; re-opening schools in the midst of a virus that is not yet scientifically understood could be construed as irresponsible. How will we feel if an outbreak occurs in San Ysidro as a result of school reopenings? Given these stakes, we can figure out distance learning with a little training and a lot of patience. Thank you for your time. Be well.</p> <p>Stephanie Hake</p>
3	Sandra Ferguson	Agenda 11.1	<p>I would like to start online, because I'm at high risk due to of my high blood pressure .</p> <p>It would me nice to start like Chula Vista and other districts online</p> <p>Sandra Ferguson</p>
4	Mary Padilla	Questions about reopening for public comment 11.1	<p>We received a letter from the district today stating that the district is preparing to reopen the school using a hybrid option. What does this hybrid option going to look like? What is the max # of students in the classroom allowed? Is the district going to mandate and enforce social distancing and masks? If parents refuse, is the school going to allow those families to attend school putting everyone at risk? We have never been given additional cleaning supplies such as antibacterial soap, wipes, Lysol... will that be provided or will teachers be required to purchase. The district frowns at asking for any type of donations from parents, is that still going to be the case? The letter stated we have to email HR, no later tha one week from today to state if we can not go in due to Covid or Covid related issues (childcare.) What about those who live with elderly parents with underlying conditions? There's no "doctor's note" for that. Having 1/2 the students attend on alternating days and allowing Fridays to plan, prep and correct, is a great option. Friday's can also be used to really disinfect each classroom as well. When we did remote learning, I spent countless hours and my weekends correcting assignments. Distant learning is not for everyone, but we need to feel safe before returning. This will determine my decision of going back. I will not risk my health, the health of my students, and the health of my family.</p> <p>Mary Padilla</p>
5	Catherine Bishop	Agenda Item 11.1 - Re-opening Task Force	<p>SYSD School Board & Dr. Potter,</p> <p>It is my belief that the district community is not ready for students to return to on-site learning. I am a TK teacher and the first several weeks are generally emotionally trying for my students. My TK students deal with separation anxiety at the beginning of the school year. The requirements for in-class study would make it nearly</p>

			<p>impossible to follow these guidelines. With all the safety precautions taken into effect, I would still need assistance to maintain proper social distancing. This would be many of the student's first time in a formalized classroom setting. I also have the following concerns:</p> <ul style="list-style-type: none"> ● Bathroom procedures & maintenance of my classroom ● Air quality with 4 classrooms sharing 1 AC Unit ● My students are 4 years old & their social skills would be compromised <p>I feel these concerns I have brought up encompass the entire school community. Thank you for providing us w/ a venue to share our concerns.</p> <p>Sincerely,</p> <p>Catherine Bishop</p> <p>TK Teacher, Smythe School</p>
6	Conda22	Re opening task force agenda 11.1	<p>Dear Boardmembers and Superintendent,</p> <p>I'm a special education teacher. My desire is to return to my class and teach through a blended model with safety precautions in place of course. How that might look like is dependent on your decision. I can only tell you about my experience with my class when we did distant learning a couple months ago. My students really struggled doing the work I posted. Some students were left alone because parents were at work and they would not log on. If they did they were distracted doing other things. (playing with their pet, watching t.v, playing video games on the side or logging in late) they were just not motivated to log on by themselves. My google classroom never had a full class participating. The highest number of participants was 8 out of 14 students. Parents requested packets because some of the students couldn't really do the posted work independently.</p> <p>Special education students require differentiation based on abilities, support with reading, and accommodations (visuals, extended time, word banks, etc). We also have the challenge of finding time for them to do their IEP academic goals. Our students cannot stay seated for over an hour in front of a computer as I learned a couple months ago. They begin to lose interest and disrupt the sessions or begin logging off. Furthermore, we would require a curriculum to do online instead of pulling work from teacherpayteachers.</p> <p>Most importantly, I would like to meet my students in person and develop a rapport with them before engaging in any type of distant learning. I also believe that we need to listen to what the parents want. Our community has many single parents who work and if we don't</p>

			<p>support our parents, we will never have their support.</p> <p>Sincerely,</p> <p>Sped Teacher</p>
7	Erika Valarezo	Agenda item 11.1 re-opening task force	<p>Dear Board Members,</p> <p>I'm a teacher at San Ysidro and I think we should start the year with distance learning. Unfortunately, things have not improved with the coronavirus and our San Ysidro community has some of the highest number of cases in our county. I'm concerned for the health and well being of our students, teachers, staff, and their families. There are so many things to consider, such as our ability to social distance, personal protective equipment, our shared AC units with air recirculating to multiple classrooms, our ability to teach outside, proper sanitation, procedures for when someone is infected, and so on. Teachers look forward to returning to the classroom and being with our students again once things are safer for all of us.</p> <p>Thank you,</p> <p>Erika Valarezo</p>
8	Leonor Garcia	Site Agenda item 11.1	<p>My name is Leonor García and I am a Kinder teacher at Smythe. I feel we should opt for full-time on-line distance learning.</p> <p>Our State Superintendent of Public Education Tony Thurmond has also said schools shouldn't reopen in the fall if the current COVID-19 conditions persist. Our neighbors Chula Vista School District and San Diego Unified School District will start the fall with on-line learning and I feel we should follow their lead. We have a lot to lose if a student, teacher or staff member becomes ill.</p>
9	David Alkass	Public Comment for site agenda item 11.1 (re-opening task force)	<p>Regarding site agenda item 11.1 (re-opening task force):</p> <p>When teachers express concerns, we are often told to "think of the kids." But in fact, that is what I am doing right now: thinking of the kids. It's what I've done since March. Thinking of the kids. Thinking of their health. I think of the community's surging numbers of COVID cases. The last thing I want is for one of our students to become infected with COVID or to unknowingly infect someone else with COVID. I'm thinking of the long-term health implications that this illness could create for them – or for staff members – for years to come. I'm thinking that one infected student or staff member is one too many. As I continue to think of the kids, I also think about my own family. As multiple coworkers could attest to, I live with my senior citizen mother and take care of my grandmothers, who are both in their 80s. I would not want myself to become exposed to COVID and then expose that to any one of my vulnerable loved ones, especially given their age and medical history that put them at higher-risk for infection. I do not want to be a sacrificial lamb in the movement to</p>

			<p>physically reopen schools before it is safe to do so, and I CERTAINLY do not want that for our students. Please DO NOT send teachers or students physically back to campus against our will. Instead, like Chula Vista Elementary, Sweetwater, and San Diego Unified, please allow us to work together to improve the distance learning program to become as effective as possible, until a physical return to campus becomes safe.</p> <p>From a concerned teacher, son, and grandson,</p> <p>David Alkass</p>
10	Mrs. Karpel	Site Agenda item 11.1 (reopening task force)	<p>I believe we need to start the school year with online learning. We need to be able to open schools safely for staff and students. With Covid-19 rates rising and school starting in one month, we are endangering staff, students and families. Starting online will enable us to allow more physical social distancing so that COVID rates can decrease and we can safely teach while we find a way to enter into onsite learning efficiently. This is something we cannot rush. Chula Vista district gave out information quickly about the start of the school year and they begin school 2 weeks later than we do. I would like to know what decision is made as soon as possible so that I can start preparing. Thank you.</p>
11	Georgina	Comment about New year concerns	<p>Please let's do the safest & right thing like our surrounding districts: Sweetwater, Chula Vista beginning online distancing learning is SAFEST & It is what most teachers want. Teachers & students want to be healthy rather than to catch and die from this VIRUS.</p>
12	Marissa Yen	Public comment for board meeting	<p>Teachers and staff do not feel safe to return to work under such dangerous conditions. No one at the district can know for sure how COVID will affect any of us. People will die if you open physically. Teachers, staff members, students, and members of the community will die. How can you consciously send your staff and students back knowing this tragic reality? Even if just one person dies, that is too many. These deaths are preventable but you need to keep school campuses closed physically in order to prevent them. San Ysidro has a very high infection rate, much higher than other parts of San Diego and that isn't even including the high numbers coming from Tijuana. The only safe option is staying home. I already lost my father to COVID and I do not want to lose anymore people in my life to this awful virus. How will you explain to the student who took this virus home to their mother which ended up killing them? Or what about the teacher who is a single mom? What if something happens to her and leaves her children motherless and as orphans? Who is going to pay for the very expensive healthcare that comes along with hospital stays due to COVID and funeral costs in an already struggling community? Do our families not matter? We all have our own children, spouses, parents, and even grandparents. Do their lives not matter? You are gambling with all of our lives if you physically</p>

			<p>reopen. It is safer to stay home and work on bettering the distance learning program until COVID case numbers significantly improve.</p> <p>Marissa Yen</p> <p>Math Teacher and Mother</p>
13	Mei-Ling Murray	Agenda Item 11.1 (Re-opening task force)	<p>As a math teacher, I know first-hand how important it is for students to have in-person classes. But returning to school cannot supersede the health and safety of students and staff at SYSD. As California's Governor moves forward in shutting down businesses to reduce the spread of COVID-19, we should not be working in opposition of that effort by gathering groups of students indoors. As of July 15, 2020, according to San Diego County's Summary of COVID-19 Cases by Zip Code, area codes 92173 and 92154 had the first and third highest rates of cases per 100,000 residents (https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/COVID-19%20Summary%20of%20Cases%20by%20Zip%20Code.pdf). For this reason I am urging you to consider starting the 2020-21 school year with 100% distance learning until it is safe to return in-person.</p> <p>In addition, please announce your decision as soon as possible so teachers may begin to prepare for a successful start to a nontraditional school year.</p> <p>Thank you for your time and consideration,</p> <p>Mei-Ling Murray</p> <p>Teacher, Vista Del Mar School</p>
14	Melissa Hendrick	agenda item 11.1 (re-opening task force)	<p>I implore you to begin this school year via distance learning.</p> <p>Since early in the pandemic, San Ysidro has had the highest infection rates in the county. While children are less likely to show symptoms of COVID-19, they are highly likely to be asymptomatic carriers. If they return to in-person classes this fall, it is likely that many students will unknowingly contract COVID-19. We know that asymptomatic adults can sustain long-term organ damage from COVID-19. We haven't even begun to research the life-long impacts COVID-19 may have on asymptomatic children.</p> <p>If we return to in-person classes this fall, there is a chance that the government will ask us to go back to online education, if the pandemic worsens. Research shows that stability is far more important to childhood well-being than is any particular situation. At the moment, online education is the only format in which we know we can provide stability.</p> <p>When schools closed on 3-13, there were 6 confirmed cases of COVID-19 in San Diego county. There are now over 21,000 cases county-wide and we are regularly reporting more than 500 new cases each day. What about this scenario says that it is safer to open schools now than it was in March? Just this week, the state put new restrictions on San Diego county. If the state recognizes that adults currently can't remain safe in indoor environments, such as this very board meeting, why would we expect that we can keep our children</p>

			<p>safe in the indoor school environment? Neighboring districts including San Diego Unified, Chula Vista, and Sweetwater have announced that they will begin the school year via distance learning. We too can declare that we prize the safety of our students and community above all else by beginning the 2020/21 school year online.</p> <p>Missy Hendrick</p>
15	Nadean Perez	Distance learning	<p>On opening our schools with anything other than the distance learning plan:</p> <p>If you know anything at all about biology from high school and how disease spreads, then you'll know that the spread of a virus is density-dependent.</p> <p>That means a virus' ability to do real damage relies on how many organisms it can come in contact with in a given area.</p> <p>If I have 2 people in a building and one has a virus, it's not likely to spread to the other person because they can stay far away from each other.</p> <p>If I have 2000 people in that same building, the chance of that virus spreading just increased by something like 1000x-2000x.</p> <p>We have roughly 600 kids in my school. When considering a blended approach to learning, even if we split them into two cohorts you still have more than 300+ potential vectors of disease spread over a campus at a given time, PLUS staff. Split it into 3? Still 150+ vectors.</p> <p>(And I won't even get into how the antiquated HVAC systems contribute to the spread of viruses in a closed system)</p> <p>It's not "fear mongering". It's basic science.</p> <p>Please reconsider anything other than a distance model approach to learning at this time.</p> <p>Nadean Perez</p>
16	Daniel Valarezo	Public comment section	<p>Good afternoon Board Members,</p> <p>My name is Daniel Valarezo. I am a third grade teacher and I've been teaching at Smythe for 21 years.</p> <p>I believe we should start the school year with distance learning.</p> <p>Distance Learning allows for a safe environment where the number one focus is student achievement. We will teach, zoom, make phone calls, sing, dance... We will try anything and everything to help our students learn.</p> <p>On site learning will not be about student achievement. Our number one focus will be Covid 19. We will be asked to manage a contagious virus. A virus no one in our country has been able to control so far.</p> <p>I realize I'm preaching to the choir. I know our number one</p>

			<p>priority is our students and providing them with the best and safest learning environment.</p> <p>I trust we will make the right decision.</p> <p>Thank you for your time and consideration.</p>
17	Alana Arciaga-Laurino	agenda item 11.1 (reopening task force)	<p>Good evening Dr. Potter, Cabinet, and Board Members,</p> <p>I'm writing to you today about the reopening of our schools in August. I am very concerned for the safety of us (teachers), staff, and students. With the increase in Covid-19 positive cases in the South Bay area, I believe re-opening our schools will jeopardize our health and safety. Both of my kids will be attending our district schools, and as a parent, I don't feel comfortable sending them to school in August. What happens if teachers, staff, and/or students test positive for Covid-19, does the whole classroom/school have to be tested? Does everyone that was exposed have to quarantine for 14 days? What about our own families? Many of us live with elderly people. We don't want to expose them also. Therefore, I believe starting school on-line first, and then transitioning into the classroom when it is safe to do so will be the most beneficial to all people affected by this event. After seeing a consistent decrease of positive Covid-19 cases in San Ysidro, we can begin to reconsider reopening our schools to families once again. It will make me feel at ease and more comfortable knowing that my life and lives of my loved ones at home will no longer be at risk. Thank you for your time.</p> <p>Sincerely, Alana Arciaga-Laurino 6th Grade Teacher</p>
18	Dalia Gonzalez	Public Comment for the Site Agenda Item 11.1 "Reopening Task Force	<p>Good Evening,</p> <p>As a staff member from the school district, I am really concerned about schools in the San Ysidro School District opening up the school year with in person classes. San Ysidro has some of the highest case numbers in the county and because we are in such a transient part of the county, we also need to consider the case numbers from Tijuana. Most districts that are around our district (Chula Vista, South Bay, Sweetwater, San Diego Unified) have already decided to start with distance learning, at least until the COVID-19 cases go down. I think we need to err on the side of caution and not open up before we are ready, and once the cases are at a safe number for schools to be safe. We need to protect our students, our community, our teachers and staff. If board meetings are still being held via zoom, that is an indication that if adults can not be in the same room together, that children can not be in a room together inside a classroom. I urge the board to really look at the CDC recommendations, the cases per zip code and make a decision that will protect human lives. Thank you for your time.</p> <p>Dalia Gonzalez Garcia San Ysidro Middle School 7th Grade Counselor</p>
19	David Perez	Teacher	Hello: 11.1

		question	<p>Not the model I prefer, but it is likely that we will start the school year 100% online. I am not ready to dedicate an office and set up my teaching at home. Will it be possible for me to use my classroom as an office???</p> <p>thank you,</p> <p>David Perez OVHS Teacher</p>
20	Aidan Omelina	Agenda item 11.1 (re-opening task force)	<p>Hello my name is Aidan Omelina. I am the son of a teacher in your district. In mid-August, I will be returning to Sweetwater Union High School District through distance-learning. This keeps me safe, but by putting my mom back in school you are risking the health of my entire family.</p>
21	Holly Black	Public Comment for site agenda item 11.1 (reopening task force)	<p>I am a teacher and a mother. I love San Ysidro and I love the children of San Ysidro. I didn't know how much love a heart could hold when I started teaching, but now I know. The more capacity you have, the more you will gain. I love these children as my own and I tell them this.</p> <p>As a teacher and a mother, my first instinct is to protect my children and that's what most of America counts on, teachers protecting their children, as well as teaching them. Your children are my children, they are my heart and I want to protect them from any and all dangers. I cannot do that if we are not following the distance learning with accountability lead.</p> <p>We are not disposable, we are flesh and blood and our lives cannot be replaced. We are not insignificant, we make a difference and will make a difference. Our children are our future. We need to keep them alive and healthy. Too many children have been infected by returning to school already in the U.S.A. Then, that spreads to the adults and their families. How many students must become ill or die, how many family members, teachers and staff must become sick and die before it is realized that distance learning with accountability is the safest way to teach our children and protect our children?</p> <p>We cannot dine in, go to movies, or shop normally, so why is it OK to put our children in the classroom together?</p> <p>Let's save lives instead of fueling the COVID-19 wildfire and fanning its flames to burn down the city, the people, and the children, we as a district have been entrusted to protect. Let's save lives.</p> <p>Respectfully,</p> <p>Teacher and mother,</p> <p>Holly Black</p>
22	Loreana Torres	Agenda article 11.1- reopening task force	<p>Good afternoon Board Members,</p> <p>My name is Loreana Torres and I teach 3rd grade at Smythe Elementary. I believe our schools should begin the school year with</p>

			<p>distance learning.</p> <p>Our community has been one of the hardest hit by COVID-19 with confirmed cases continuing to increase daily. The opening of school campuses will only continue to propagate the spread of the virus in our community.</p> <p>The need to follow social distancing protocols calls for young students to wear masks and work independently alongside their peers with no opportunities for small group instruction and collaborations. These unreasonable expectations will impede learning and result in negligent behaviors that put them at risk of contracting the virus.</p> <p>For these reasons, distance learning is the safest way to provide for the needs of our students while assuring that our students, staff, and community remain healthy.</p> <p>Thank you for your time,</p> <p>Loreana Torres</p>
23	Madelyn Omelina	agenda item 11.1 (re-opening task force)	<p>Hello, my name is Madelyn Omelina and I am writing to you as a high school student from the Sweetwater Union High School District and the daughter of a teacher in your school district.</p> <p>As you probably already know, my school district has declared it is unsafe to go back to school, and will be starting online. Distance Learning helps keep my family safe from exposure to COVID-19, along with thousands of other families.</p> <p>However, if you send my mom back to work in her classroom, it makes my brother and me staying home useless because we can be exposed through her. Please help keep my family safe by having my mom start the 2020-2021 School Year ONLINE.</p> <p>Thank you.</p>
24	Gabe Rothbart	SYSD Board Meeting	<p>My name is Gabriel Rothbart, and I am an Airman First Class stationed in Spangdahlem Air Base, Germany. I am writing because my mother, Nadean Perez, works in the San Ysidro school system.</p> <p>I believe I have a unique perspective, as I witnessed the methods employed by the German government to combat COVID-19.</p> <p>Until recently, almost every German shop, restaurant, and government building has been either closed or operating in a teleworking capacity, with minimum manning required for all essential jobs. Our largest local cities were ghost towns. Restaurants only opened up recently and most are take out only. Face masks are</p>

			<p>mandatorily required in every establishment. The seriousness with which Germany treated the COVID-19 pandemic reflects the sensibility that the lives of the citizens are more important than that of the businesses, and such action has led to a systematic decrease in the spread of COVID-19.</p> <p>As I am writing this, there are currently 5,733 active cases of Coronavirus in the entire country of Germany. Compared this to the 252,754 active cases present in the STATE OF CALIFORNIA ALONE, and it becomes evident that the complacency with which American school districts are reflecting in even CONSIDERING opening back up in-person programs is nothing short of inane.</p> <p>The peak of COVID-19 occurred in Germany on April 06, with 72,865 Active cases. During this time, Germany was completely silent- every building was closed, every car parked, almost no businesses were operating. California CURRENTLY has more than THREE TIMES the cases of this peak, and are considering opening schools back up.</p> <p>The way the pandemic has been handled in the US comparatively has been both frightening and frustrating, and imagining my mother, who already suffers from several medical conditions, forced into working in person is frankly terrifying. Thank you.</p>
25	Michelle Patterson		<p>At SYMS the sink is behind the teacher's desk. What will be done about that? Proper trace and contact protocol needs to be done correctly. How will the district handle that and will you be transparent with the teachers when a case turns up at the school?</p>
26	Drina Bedoya	public comment for site agenda item 11.1 (re-opening task force)	<p>As teachers, we are always looking at data to drive our teaching. The same should be done when looking at reopening our schools. Right now, the data states that it is not safe to open. The number of positive cases in SY is higher than anywhere else in the county. Returning to campus now would not only put students in danger, but also teachers and staff. The research currently shows that school age children are often asymptomatic so they are possibly transmitting the disease without showing symptoms. This puts everyone around them at risk. A CBS news report published April 14, 2020 by Christina Capatides interviews Dr. Dyan Hes, a pediatrician with New York City's Gramercy Pediatric. According to Dr. Hes, "The problem with children is that they are so asymptomatic that they are spreading it. And our biggest mistake was that we didn't close the public schools when we should have," said Hes. "So the children were the vectors to the teachers, who might be elderly or immunocompromised. They might have diabetes or cancer, but they still had to come to work every day." Do we really want to be responsible for putting hundreds of teachers, school staff and their families in danger? Another article published on June 20th also confirms that children are generally asymptomatic, and still have the capability to transmit the virus. It also argues, "Children tend to make more social contacts than adults²¹ and hence, all else being equal, should contribute more to transmission than adults." (paragraph 6)</p>

			<p>Davies, N.G., Klepac, P., Liu, Y. <i>et al.</i> Age-dependent effects in the transmission and control of COVID-19 epidemics. <i>Nat Med</i> (2020). https://doi.org/10.1038/s41591-020-0962-9 It is in everyone's best interest to return to school via distance learning, at least for now.</p>
27	Jourdan Rothbart	Site agenda item 11.1 reopening task force	<p>To whom it may concern,</p> <p>I am writing on the behalf of my mother, Nadean Perez, and as a concerned daughter for her wellbeing. Choosing to send her back to work during these uncertain and rather distressing times seems like a blatant disregard for her health and life. My mother has been a teacher now for fifteen plus years and counting and has always been an extremely devoted, dedicated, and loving worker who strived to give back to her students while providing an excellent education. Having her work in person during these times not only puts her health at risk, but also her students and colleagues. To choose to send kids and staff alike back to school during the Covid-19 pandemic is a reckless decision that would cause more problems and issues than solutions. As a college student nearing my senior year I decided even this important time for me is not worth the risk of catching this malicious and dangerous virus, and my school was quick to decide classes will remain online. This is the middle school we are talking about. This is something so minute in comparison to the bigger picture, the potential harm, and the dangers Covid has upon the majority of the United States population at this point. Sending teachers and students back to work is a risk that you should not be willing to make because doing so demonstrates that you believe teachers and other staff members are replaceable. Doing so demonstrates that my mom, Nadean Perez, is easily expendable.</p> <p>I hope you use your better judgement when making this decision, and really think about the lives you are putting at risk just for classes to remain in person. There are better options, and there are better solutions. We <i>need</i> to do better, as Covid will not just go away.</p> <p>Best regards,</p> <p>Jourdan Rothbart</p>
28	Gabe Rothbart	site agenda item 11.1 (re-opening task force)	<p>My name is Gabriel Rothbart, and I am an Airman First Class stationed in Spangdahlem Air Base, Germany. I am writing because my mother, Nadean Perez, works in the San Ysidro school system.</p> <p>I believe I have a unique perspective, as I witnessed the methods employed by the German government to combat COVID-19. Until recently, almost every German shop, restaurant, and government building has been either closed or operating in a teleworking capacity, with minimum manning required for all essential jobs. Our largest local cities were ghost towns. Restaurants only opened up recently and most are take out only. Face masks are mandatorily required in every establishment. The seriousness with which Germany treated the COVID-19 pandemic reflects the sensibility that the lives of the citizens are more important than that of</p>

			<p>the businesses, and such action has led to a systematic decrease in the spread of COVID-19.</p> <p>As I am writing this, there are currently 5,733 active cases of Coronavirus in the entire country of Germany. Compared this to the 252,754 active cases present in the STATE OF CALIFORNIA ALONE, and it becomes evident that the complacency with which American school districts are reflecting in even CONSIDERING opening back up in-person programs is nothing short of inane.</p> <p>The peak of COVID-19 occurred in Germany on April 06, with 72,865 Active cases. During this time, Germany was completely silent- every building was closed, every car parked, almost no businesses were operating. California CURRENTLY has more than THREE TIMES the cases of this peak, and are considering opening schools back up.</p> <p>The way the pandemic has been handled in the US comparatively has been both frightening and frustrating, and imagining my mother, who already suffers from several medical conditions, forced into working in person is frankly terrifying. Thank you.</p>
29	Carolina Hernandez	Agenda Item 11.1 Reopening Task Force	<p>Dear SY Board Members,</p> <p>I am a teacher afraid to go back. I miss teaching my students in person. I miss being in my classroom and collaborating with my colleagues face to face. There is nothing I would like more than to go back. However, I am afraid for my life and that of my loved ones. I live with 3 family members that have asthma and two that are elderly. I myself do not have medical documentation that would excuse me from coming back, but I am afraid of contracting Covid-19 and of bringing the virus back home to my loved ones.</p> <p>I am pleading for you to let us begin the school year with distance learning. It is not the ideal way to teach students, but given the current health crisis, especially in our community, it is the only safe way.</p> <p>I also ask you to please make a decision as soon as possible so we can begin preparing mentally, physically, and begin planning. Distance learning in the spring was by no means easy. I found myself working 10-12 hours daily connecting with students, planning and recording lessons, tutoring small groups of students on google meets, writing and replying to emails, and correcting online work. It was difficult work, but necessary to survive these times of crisis.</p> <p>If after all, you decide to go with a blended/distance learning combination, I implore you to please allow teachers to be able to choose between both even if we don't have a medical condition, as with myself.</p>

			<p>Thank you so much for your attention.</p> <p>Teacher from La Mirada</p>
30	Christian Lopez	Public Comment	<p>I don't see how it will be safe for children or staff to come back to the classroom. We live in a hot zone for Covid-19 with one of the highest infected zip codes especially being the district closest to the Mexican Border. Students cannot be expected to wear a mask for the duration of a school day. At some point, the mask has to come off, anyone who's worked with young children knows they will play with their masks and not even realize they're doing it. It's simply unrealistic to expect otherwise. This is just not the time, we should start online and safely move toward blended learning.</p> <p>Christian Lopez</p>
31	Crystal Henry	agenda item 11.1 (re-opening task force)	<p>Good Evening,</p> <p>I understand that important decisions are in the process of being made with regards to what the reopening of our schools will look like for the 2020/2021 school year. As a classroom teacher, I am communicating information about my individual situation in order to provide the Board Members and the District with feedback as has been requested. My intention to provide my incoming students the highest possible quality education will not waiver.</p> <p>I do not have a health concern that would prevent me from working onsite, however, I do have a child care concern. My family lives in Chula Vista and my child attends our home school in Chula Vista. Yesterday, we were informed that the Chula Vista School District will begin the school year online continuing with the distance learning format. Unfortunately, I do not have family members nearby that will be able to care for my child if I am to return to school onsite. For my current situation, efforts to align with neighboring school districts when planning for this unusual school year would be extremely beneficial.</p> <p>I understand that there are many factors to consider in this process. I hope this feedback is helpful.</p> <p>Respectfully,</p> <p>Concerned and Committed San Ysidro Classroom Teacher</p>
32	Mjv_619	Safety	<p>To whom it may concern,</p> <p>During these trying times we are all faced with difficulties whether it be health, emotional, or financial. However, as educators we must balance teaching in an environment which we are all accustomed to, or better yet adapt to our new reality. That new reality is distance learning, at least for the foreseeable future.</p> <p>We must treat this with the respect that it deserves. If one child, or one staff member gets infected with Covid-19, then that is one too</p>

			<p>many.</p> <p>Please consider what safety measures are in place to protect all parties involved. If staff members are infected will it be considered workers comp? Will they have to use their personal sick time? If a student/staff member gets infected and dies, will the district pay for funeral expenses? These are all things to consider because opening the school prematurely will expose you to this type of litigation because you will be forcing students and staff alike into a very dangerous situation. Be advised.</p> <p>One final thought. As many of our students have dual residency in the US and Mexico, is the district prepared for the surge in Covid-19 cases when those students are reintroduced into our schools? The spike in cases will prove to be deadly.</p> <p>Do the right thing. Follow the lead of LAUSD and SDUSD, and continue distance learning until January 2021. Then we can revisit this and see if it is safe to return to our new normal.</p> <p>Thank you for your time.</p>
33	Marissa Yen	Public Comment for Site Agenda Item 11.1 (reopening task force)	<p>Teachers and staff do not feel safe to return to work under such dangerous conditions. No one at the district can know for sure how COVID will affect any of us. People will die if you open physically. Teachers, staff members, students, and members of the community will die. How can you consciously send your staff and students back knowing this tragic reality? Even if just one person dies, that is too many. These deaths are preventable but you need to keep school campuses closed physically in order to prevent them. San Ysidro has a very high infection rate, much higher than other parts of San Diego and that isn't even including the high numbers coming from Tijuana. The only safe option is staying home. I already lost my father to COVID and I do not want to lose anymore people in my life to this awful virus. How will you explain to the student who took this virus home to their mother which ended up killing them? Or what about the teacher who is a single mom? What if something happens to her and leaves her children motherless and as orphans? Who is going to pay for the very expensive healthcare that comes along with hospital stays due to COVID and funeral costs in an already struggling community? Do our families not matter? We all have our own children, spouses, parents, and even grandparents. Do their lives not matter? You are gambling with all of our lives if you physically reopen. It is safer to stay home and work on bettering the distance learning program until COVID case numbers significantly improve.</p> <p>Sincerely,</p> <p>Marissa Yen</p> <p>Math teacher and mother</p>
34	Cynthia Ruiz	Regarding my son's health	<p>I am Cynthia, parent of a child at Sunset. I urge you to do online distance learning for my child this fall.</p> <p>My child has asthma and I will NOT RISK my son's health for</p>

			<p>anything in this world.</p> <p>Put, not only that. Everyone else is at risk.</p> <p>If there is no changes about this then just to key you know my son will NOT I Mean WILL NOT attend school until you fix the problem</p>
35	Janet Bowman	School Reopening	<p>To whom it may concern,</p> <p>I was informed this morning by a family member who is a teacher in San Ysidro that the San Ysidro School District is still considering reopening. I am strongly against bringing teachers, administrators, students and family members back into the close confines of in-class school at this time. San Ysidro's number of CoronaVirus cases has been steadily increasing, as have all South Bay communities. I live in Imperial Beach and I have children and grandchildren that live in Bonita. None of our communities have met the CDC recommendations for reopening. I don't believe your school district or others in the South Bay have adequate space, PPE and other protective items like plexiglas barriers to safely bring children back to school. Do not be pressured by our President. He is desperately trying to bully the country into full reopening to spur the economy and support his bid for reelection. His mandates have nothing to do with science and safety.</p> <p>Concerned citizen,</p> <p>Janet Bowman</p>
36	Sylvia Mayer	Agenda Item 11.1	<p>Good evening Board Members,</p> <p>My name is Sylvia Mayer and I am a teacher at OVHS.</p> <p>According to the most recent data, the ZIP codes 92154 and 92173 are two of the COVID-19 hotspots in San Diego county. At this time, starting the new academic year with a hybrid learning model is not safe.</p> <p>We need to start online until it's safe to return in person. The physical and mental health of our students, parents and teachers depends on it.</p> <p>Thank you.</p>
37	Juan Torres	Public Comment for Site Agenda Item 11.1	<p>Good Afternoon,</p> <p>I am extremely concerned because the board is making a decision that will impact the lives of students, staff and their families. I hope that the decision that is made will be the correct one because it will affect thousands of lives. Board members need to take into consideration many factors such as raising numbers of COVID cases in California and Tijuana, students and staff that are high risk, etc. We know that SDUSD, CVESD, SBUSD, LAUSD are starting classes online due to their concerns. We also know that we share very similar</p>

			<p>student populations so I believe our district should follow their examples. Please think about the safety of our students and our staff before making your final decision.</p> <p>Sincerely,</p> <p>Juan Torres</p> <p>Father, Husband, Teacher</p>
38	Evigard Daen	Agenda Item 11.1 (re-opening task force)	<p>Good afternoon to the Members of the School Board,</p> <p>I believe we should start with on-line learning in the San Ysidro School District for the upcoming school year because the rates of Covid-19 cases are increasing in the South Bay area of San Diego. I believe it would not be the safest time to return to in-person instruction. I have seen some of my friends contact Covid-19 and spread it to their children quickly. Therefore, I am very cautious about starting in-person instruction at the moment due to all the variables and the flu season upon us. Finally, I can't wait to teach my students but it has to be in the safest way possible because one death in the district is one too many. Thank you.</p> <p>Evigard H. Daen</p>
39	Jane Jacobsen	Start of School Year	<p>Hi, I am a teacher with the San Ysidro school district. It is clear that there is a lot of politicization At the federal level over the reopening of schools this fall. This leaves the responsibility of protecting the students and staff at the local level.</p> <p>Although there are disadvantages to distance learning, I think that some of the problems could be solved and it could be much more effective. We started distance learning very abruptly and there is a lot of room for improvement. Given the time to set things up properly and with better policies, I think distance learning could be very effective.</p> <p>Although teaching/learning is easier in person under normal conditions, I don't believe that teaching while wearing masks and social distancing under the fear of contracting a life threatening illness is more effective than remote learning. Even before school moved to distance learning in the spring, the fear was palpable and students were not concentrating on school because they were so uncomfortable at school and afraid of being exposed. I felt the quality of education was better through remote learning than in person during the pandemic.</p> <p>My own personal experience with distance learning as a parent with 2 elementary age students and a preschooler has been excellent. I felt my kids made just as much academic progress as they did during regular school. When we asked our kids what they would prefer, they chose distance learning rather than going back to school if they can't play with their friends at recess or sit together, etc.</p> <p>As a person with health conditions, I am afraid for my life and the lives of my elderly in-laws who live with me. I am afraid for the parents and grandparents of my students. This spring when a student's parent was taken to the ER for what I believe was COVID, I was so scared, imagining how hard her life would be if she lost her</p>

			<p>mom. I can't imagine what loss could be worth risking the life of even one member of our community and for what? To reopen schools even though it will not be what it once was and with no evidence that it will be as effective as distance learning under the necessary restrictions?</p> <p>The uncertainty of what will happen has added to all of the stress during this tumultuous time. Please make a decision soon so we can prepare for the fall. Thank you.</p>
40	Gabriela Simpson	Public Comment for Site Agenda Item 11.1 (reopening task force)	<p>Hello everyone!</p> <p>I cannot help but to find the irony in participating in a digital board meeting that is taking place virtually, where no one's lives are being risked, while the option to risk other people's lives in-person is being discussed. The health of our students matters. The health of our teachers matters. Neither the children of San Ysidro nor the staff members entrusted with them should be put in a position where they are exposed to the deadly coronavirus. Students and staff are the ones who will be on the frontlines every day, risking our health and well-being. A risk that can be eliminated if the district chooses the safer, more advisable path of distance learning and works with teachers to enhance it, until a return to campus becomes safe. As educators, we often look to the guidance of leaders in the field. In that vein, I look to the guidance of our own California state superintendent of public instruction Tony Thurmond who discouraged most schools - especially ones in vulnerable communities like San Ysidro - from reopening due to the current circumstances. I will conclude by leaving you with the findings of a recent scientific study published this month in the journal "Science" - and publicized by the New York Times - where a team of expert researchers analyzed data from multiple cities in China. Based on their empirical evidence, they found that a physical closure of school campuses could reduce the surge of coronavirus by about 40% to 60%, and slow the spread of the deadly illness. I repeat, a 40-60% reduction thanks to school closures. Now doesn't that seem like the right thing to do?</p> <p>English teacher, mother, wife, aunt, and daughter, Gaby Simpson</p>
41	Terri Hamlin	Keep Schools Closed	<p>To whom it may concern :</p> <p>I am a retired third grade teacher after 37 years of service with the Chula Vista Elementary School District. I am absolutely shocked that districts are considering reopening at this perilous moment in time. I know the challenges facing students and educators trying to successfully navigate the online platform but I also know the impossibility of trying to keep young children distanced while adhering to health mandates. The potential harm to staff, their families and those of the students need to be of paramount importance right now as we try to clamp down the risks. Certainly students learn more dynamically in the school setting and someday this will be back. I have four elementary school granddaughters who are also sidelined from their classroom communities but truly this is the lesser of the pending consequences. It is my strong professional opinion that you clearly need to keep the schools shut for the time</p>

			<p>being and I strongly urge you to do so.</p> <p>Respectfully,</p> <p>Terri Hamlin</p>
42	Thelma Sotelo	Agenda item 11.1	<p>Dear Board Members,</p> <p>I love teaching students in the classroom; however during this current situation, I don't understand why we are going to be back when COVID cases are increasing. There are more cases now than there were when we first closed our schools.</p> <p>According to Live Well San Diego as of July, 15, 2020, 68% of ICU beds are currently in use and numbers are rising. That 68% is an average, but we know zip codes from the south such as San Ysidro and Otay Mesa are heavily impacted with COVID-19 cases. What do you think will happen when families that have been in Tijuana start crossing the border to come to school?</p> <p>On a personal note, my son Julian has asthma, thank God his asthma is under control. However; if I contract COVID-19 while working, he doesn't have the same survival rate as a kid without an underlying condition. Imagine the stress of having to go to work while thinking you could potentially harm your kid.</p> <p>I urge you to please think about teachers, students and staff well-being when reopening our schools.</p> <p>Thank you.</p> <p>Thelma Sotelo</p> <p>Sci/Phy teacher</p>
43	Cynthia Ruiz	public comment for site agenda item 11.1	<p>I am a parent of a child at the sunset school that will NOT, I mean will not attend school until it is done online. What is wrong with you people wanting to start school with this covid 19 going on right now.</p> <p>My son has asthma and I will not risk my son's health. You need to do the distance learning for this fall. Everyone is at risk and my son will not be a part of it.</p>
44	Maria Karina Kaai	Public Comment Agenda Item 11.1	<p>Superintendent Potter and members of the board,</p> <p>My name is Karina Kaai and I am a 6th grade teacher in our district. I am writing this letter as a student and community advocate to express my concerns regarding the potential re-opening of our school buildings. As the new parent of an immunocompromised infant, a teacher, and a member of the San Ysidro community I believe the discussion surrounding the opening of our schools should solely focus on the health and well-being of our students, staff, and our community at large. As COVID 19 keeps spreading, medical experts have shared that the virus not only causes a threat to life, but it also can cause life-long complications such as permanent lung and heart damage as well as neurological damage that leads to the loss of</p>

			<p>coordination and in more severe cases loss of cognitive function. Can we take that chance? Do you feel comfortable exposing our teachers, students, families, staff and community to such dangers? I do not think so. Therefore, I urge you to consider starting our school year in a full online model and move towards a hybrid model as COVID 19 cases in our community start to decline. As you make your decisions today and the upcoming weeks regarding the opening of our schools I plead that you keep in mind the health of our teachers, students, staff and community as a whole and to remember that education (which can be done virtually) is important, but it should never be valued over human lives. Tonight, I ask you to be the leaders that San Ysidro needs right now and show us that you care for our teachers, students, staff and community by making the right choice. Thank you for your time.</p> <p>Respectfully,</p> <p>Karina Kaai 6th Grade Teacher</p>
45	Jamie Barrett	Agenda Item 11.1: Re-Opening Task Force	<p>To Whom it May Concern:</p> <p>I'm writing in regards to agenda item 11.1: Re-opening Task Force. As schools across the country release their plans for reopening in the coming weeks, it is important for San Ysidro School District to follow the lead of many other districts in California and begin the year 100% online. In March, when schools closed, we did not have nearly as many cases as we do now, and since then the area codes in which San Ysidro School District services have become some of the largest hot spots in the county. The effects of this virus are still being figured out by healthcare officials, and while children still seem to be low risk, there have been instances of healthy children becoming very sick with this virus. Children are also able to pass the virus on to adults, even if they are asymptomatic. If we reopen in a few weeks, even partially, and children or staff members start getting sick, we will be forced to shut down anyway. Beginning the year online from the start gives parents, teachers, and students time to prepare for that situation, rather than having to scramble at the drop of a hat like we did in the spring. As the state superintendent is quoted as saying yesterday, most schools in California should not reopen as even partially reopening is not safe at this time. Please keep our students, their families, and our teachers and staff safe by reopening online and reassessing in person learning at a later date. Thank you very much for your consideration on this matter.</p> <p>Jamie Barrett</p>
46	Diane Cruz	Agenda item 11.1 - School Reopening	<p>Dear San Ysidro School Board members:</p> <p>My name is Diane Cruz, and I am a kindergarten teacher at Ocean View Hills School. I am writing in regard to agenda item 11.1 (Reopening Task Force).</p> <p>I believe that it is in the best interest of the San Ysidro community – students, parents/family members, teachers, staff, etc.- if we open the 2020-2021 school year with Distance Learning. The highest</p>

			<p>rates of Coronavirus in all of San Diego County are in San Ysidro. When one looks at the “Summary of cases by zip code of residence”, the highest number of cases is in the 92173 zip code. The 92154 zip code is the third highest. https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/COVID-19%20Summary%20of%20Cases%20by%20Zip%20Code.pdf).</p> <p>My question and concern is as follows: If indoor operations at restaurants, etc. are closing due to cases being slightly above 100 positive cases per 100,000 residents, wouldn't it be prudent for schools to begin with Distance Learning in San Ysidro where cases are currently 2,480 per 100,000 residents in the 92173 zip code and 1,703 per 100,000 residents in the 92154 zip code? The Coronavirus rates in the 92173 zip code are about 24 times higher and the 92154 zip code is about 17 times higher than the rate that prompted closures of indoor venues in California. Furthermore – if we were to begin the school year in person - how can we assure teachers, students, and other staff/community members of their health and safety with such an astronomical number of cases?</p> <p>My greatest concern is for the students, staff, and community's health and safety. The only option, in my opinion, is to begin with Distance Learning. I urge you to, like Chula Vista, San Diego Unified, and Sweetwater Districts, decide to begin the 2020-2021 school year with Distance Learning. I would welcome the opportunity to begin to prepare for the new school year online, for I would know that I was doing everything I could to ensure the health and wellbeing of my students and their families.</p> <p>Thank you for your thoughtful consideration of this matter.</p> <p>Sincerely, Diane Cruz</p>
47	Melissa Isela Huerta	Concerns About Going Back to School	<p>Good afternoon,</p> <p>There are many concerns about having children back in the classroom.</p> <ol style="list-style-type: none"> 1. Safety of children since the virus most likely will be asymptomatic they can take the virus home and infect the entire household including the elderly. 2. The first ones to be infected will be teachers who will also take the virus to their family, because classrooms are not equipped for this situation. <ol style="list-style-type: none"> a: Some classrooms have no sink b: Ventilation (AC) will be circulating the virus. c: Unclear what kind of protection teachers are going to have 3. San Ysidro has one of the highest numbers of people infected with the virus. <ol style="list-style-type: none"> a: why can't San Ysidro School District follow what the neighboring districts such as Chula Vista and San Diego are doing and begin the

			<p>year with distance learning.</p> <p>4. The district also has a high number of students that commute from Tijuana to attend school.</p> <p>5. What is going to happen to teachers who are not able to work because they have one or multiple underlying conditions that make them extremely vulnerable to the virus? Are they going to have an assignment?</p> <p>Thank You,</p> <p>Maria Isela HUerta</p>
48	Iliana Cornejo	Public Comment for Site Agenda Item 11.1	<p>Good afternoon, Board Members,</p> <p>I write to you today to express my concern regarding the opening of our schools, and the decision to be made for our students and staff to physically return to the classroom. With the rising numbers of COVID19 cases, not just in our state and Tijuana, but in the country in general, I ask that you consider what our neighboring school districts CVESD, SDUSD, SUSD and even LAUSD have decided to do for the wellbeing of their students, staff and communities: they will start their classes in the fall online. Student and staff safety should be your number one priority in this decision. We all have different home situations. The lives of our families will be affected with your decision. I, for example, am the sole caretaker of my mother who is immunocompromised. She is now in a wheelchair due to her weakened immune system because of the strong medications she is on for her various medical conditions, and I cannot risk exposing her to the virus, as it would have detrimental effects on her. You plan on offering Workers Comp if I, or any of my colleagues, were to catch COVID at work, which means you know the high risk we all run upon returning. My daughter's pediatrician talked about the dangers teachers and staff, as well as other children, run contracting COVID19 in schools, because for the most part children are asymptomatic. It would be impossible to trace and successfully quarantine individuals to prevent further spread. Parents have also reached out to me, scared about a possible reopening in August, even considering homeschooling their children in order to keep them safe. I urge you to take all these scenarios into consideration when making your final decision for how our school year will start this fall.</p> <p>Respectfully,</p> <p>Iliana Cornejo</p> <p>Mother, Daughter, Wife, Teacher</p>
49	Jennifer Chase	Very concerned nannie	<p>Hello,</p> <p>I heard that there will be a decision on whether to open schools for on-campus classes. I hope I am not too late to say that I DO NOT support the decision to reopen school campuses just yet.</p> <p>Please delay the reopening of school campuses and continue with online schooling.</p>

			<p>Thank you!!</p> <p>Jen Chase</p> <p>Babysitter in the area.</p>
50	Ana Garcia	Agenda Item 11.1	<p>Good Evening Dr. Potter, Cabinet, and Board Members,</p> <p>I'm writing to you today in regards to agenda item 11.1.</p> <p>I am both a teacher and a parent of a soon to be first grader and seventh grader at our district and I am truly concerned that the re-opening of our schools will jeopardize the health and safety of staff, students, and community.</p> <p>I believe we need to see a consistent decrease in Covid-19 cases in San Ysidro before we start thinking about re-opening our schools. It is my opinion that starting school on-line first, and then transitioning into the classroom when it is safe to do so will be the most beneficial to all.</p> <p>Thank you for your time.</p> <p>Sincerely,</p> <p>Ana Garcia SDC Teacher</p>
51	Marsha Omelina	agenda item 11.1 (re-opening task force)	<p>My name is Marsha Omelina, and I am a Special Education teacher at Willow Elementary.</p> <p>Thank you to the school board and Dr. Potter for this opportunity for a public discussion about the health risks to all teachers, staff, students, and families if we physically return to school. I appreciate you truly caring about the lives of our students and making educated decisions to keep them safe. I appreciate you valuing me, first, as a human being, and, second, as a hard working teacher for my students and dedicated mother to my 2 high school aged children.</p> <p>Over the course of the past few years, you, the school board and Dr. Potter, have worked hard to build a positive and trusting relationship with the teachers and our community. I think you are doing a wonderful job so far and we can trust that we have people with Ph.D's and Masters Degrees making educated and evidence-based decisions that truly are in everyone's best interests, and not just the interests of a VERY LIMITED number of stakeholders. Every teacher and administrator within our district is highly-qualified and educated. Everyone working in our district office is highly-educated. You, the school board, and you, Dr. Potter, are very educated people. I know we can use all of our intelligence to create a plan for the safe return to classrooms. Right now it is NOT SAFE to be in classrooms. How are we considering opening NOW when the conditions are WORSE than what they were in March when we originally declared it unsafe</p>

			and closed? The ONLY SMART decision is to declare the 2020-2021 school year will begin with distance learning. Our students and parents trust us and we CANNOT disappoint them. Thank you.
52	Morgan Clark	Public comment for site agenda item 11.1 (reopening task force)	<p>It is nearly impossible to ensure students adherence to the CDC guidelines. If just one person is in contact with another, each of them has ultimately been in contact with each of their previous contacts.</p> <p>There is no way to fully control how seriously anyone is taking the Covid 19 threat and how well they will follow instructions. Just one person with the virus or being asymptomatic can potentially infect all the students, teachers, and staff at the school and then, those infected take the virus home to their families and friends.</p> <p>What happens when a teacher gets Covid 19 and infects the students? There will not be a substitute available to teach, because of fear of the virus. Though if the whole class becomes infected and then school, there will be no need for a substitute. So the sub shortage doesn't really matter.</p> <p>I am a person at high risk and as careful as I am, if I come into contact with a person who's been infected in your district, I could die and I really don't want to die when I have my life ahead of me, just like your students who need to be protected.</p>
53	Jane Harbin	Public comment for site agenda item 11.1 (reopening task force)	<p>I am writing this as a very concerned parent regarding online learning. I know online is not the optimal way to learn but in a pandemic situation it is the only responsible thing to do. I know teachers who are medically compromised, I know there must be students who are medically compromised, and I am sure the students have relatives (grandparents, parents, siblings, aunts, uncles, or cousins) who are medically compromised. It only takes one Covid positive person, be a student, teacher, or staff member, to infect many people in the school. I believe the only responsible way to address this situation is to have online learning. Of course the students need to be held responsible for their participation with attendance checks, grades, and social responsibility. I implore you to seriously consider my concerns and take a very serious view of your responsibility in this pandemic situation. Thank you for the opportunity to express my concerns.</p>
54	Allison Medina	Public comment for site agenda item 11.1 (reopening task force)	<p>As a teacher in San Diego unified school District and having a mother and San Ysidro School District who is medically compromised, I am concerned for her safety, the students safety and all the teachers and staff in the district. The southern counties are hotspots right now for COVID-19 and this flies in the face of reason to place children in an on-site classroom.</p> <p>It is wholly irresponsible and contrary to the best interest of those in San Ysidro to force a premature return to the classroom during a pandemic, instead of online learning.</p> <p>As a teacher, I miss my students and want to be in the classroom. I understand the need for in person teaching, but absolutely not at the risk of the students, the teachers, the staff and the families.</p>

			Make the responsible choice, based on science and facts. Do not force a premature return to the classroom.
55	Cisco	Cov19 - Open schools	<p>Who it may concern,</p> <p>As a parent I am worried about my child and family health. You as an educator should look and worry for the students, teachers, and staff health. This covid-19 is something real and we all should be worried about how easy it can be spread around people. I don't think any school has the resources and men power to control and check students while they are attending school and riding school busses.</p> <p>If you opened schools for classes, I will be moving my child to another school district. In addition, I will be advising my family and neighbors in my complex to move their children to a different school that offers distance learning such as Sweetwater school district or south bay school district. If any of them decide to keep their children in your school district I will be advising them to look for a lawyer.</p> <p>I hope you make the right decision and keep distance learning until it is needed and children and teachers are safe to return to school.</p> <p>Sincerely yours,</p> <p>Mr. Martinez, Frank</p>
56	Gloria Sanchez Lopez	Public Comment for site agenda item 11.1	<p>Good afternoon, Board Members,</p> <p>I write to you today to express my concern regarding the opening of our schools, and the decision to be made for our students and staff to physically return to the classroom. With the rising numbers of COVID19 cases, not just in our state and Tijuana, but in the country in general, I ask that you consider what our neighboring school districts CVESD, SDUSD, SUSD and even LAUSD have decided to do for the wellbeing of their students, staff and communities: they will start their classes in the fall online. Student and staff safety should be your number one priority in this decision. We all have different home situations. The lives of our families will be affected with your decision. I'm extremely concerned with the way this situation is being handled. While prisoners are being released for their safety and ease the overcrowding you on the other hand are asking us to send our children into a somewhat similar situation. Regardless of how much effort you make to have students distanced from each other they will find a way to play together. Children just want to play, have fun and socialize with each other especially after months of staying indoors. So I am asking full hearted to reconsider and truly do it for the well-being of our children. Bottom line it is just not safe!!! I personally will not be sending my son to school on the 17th and have at least 12 other parents that will also be keeping their children home. Respectfully I'm pleading with you to reconsider. Thank you in advance for making the right choice and not subject our children to harm.</p> <p>Gloria Sanchez Lopez</p>
57	David Alvarado	Reopening Plan	To whom it may concern,

			<p>I am in favor of whatever plan to reopen the schools as long as it is safe. I think safety is of the utmost importance. However, there has been rumors circulating that teachers should rotate. I believe that is a danger to all staff and students if that were to happen. Please make that consideration</p> <p>--</p> <p>David R. Alvarado Jr.</p> <p>8th Grade History Teacher</p> <p>Boys and Girls Head Soccer Coach</p> <p>San Ysidro Middle School</p>
58	Angelica Topete	Topete Covid 10 Public Comment	<p>We have an important decision to make that will affect the lives of our students, staff, and the San Ysidro community. By continuing the distance learning we will be doing our part to work together to flatten the covid 19 cases curve. Let's avoid fingers being pointed at our district when someone tests positive or dies from Covid 19 due to opening our schools for in person learning. Let's do what is proven best to keep safe from this deadly disease, which is to stay home. We shall not take any chance that one of our students contracts this novel disease. Knowing that nearby districts have made the wise choice of beginning the school year through distance learning is impactful. They made the decision with their student's best interest in mind. Anyone of our students or staff could have an unknown underlying pre-existing health concern which is another reason they are at risk if they are present at school. Opening schools in class learning would put our students and staff in harm's way because there is no cure or vaccine at this time for Covid 19. Do not put my San Ysidro staff or students in harm's way. Please consider beginning the 2020-2021 school year 100% online learning.</p> <p>Anjelica Topete</p> <p>San Ysidro Middle School</p>
59	Gloria Mena	Board Meeting Comment July 16, 2020	<p>To: SYSD Board Members and Dr. Potter</p> <p>From: Gloria Mena, SYSD Teacher</p> <p>Re: Agenda Item 11.1</p> <p>I am writing to convey my sentiments regarding the reopening of our schools. Coronavirus cases in the 92154 and 92173 zip codes, which include all our schools, have the highest rate of infection per capita in the county. Returning in person to campuses under these circumstances would be a health risk to students, staff and the community. The only safe option for reopening is distance learning for all students until community health conditions improve. In addition, in order for distance learning to be successful, ALL students would need to be provided with laptops and computer mice to facilitate their participation and success with distance learning.</p> <p>Thank you,</p>

			Gloria Mena
60	Natalie La Rosa	Agenda Item 11.1 - Reopening Task Force	<p>Good Evening San Ysidro School Board and Leaders,</p> <p>First of all, I would like to thank Mrs. Potter and other district leaders for taking the initiative in creating safe schools for when we return to the campuses. I know that when we return, we will all have masks, face shields, social distancing guidelines, temperature checks, and other measures set in place. This is a great start. I also know the re-opening task force is working very hard.</p> <p>Last week, SYEA members completed a survey about how they feel about returning to schools and about distance learning. The majority of teachers would like to start on-line, due to the increasing numbers of COVID-19 in our zip codes. As much as we disliked distance learning, we see that it is not yet safe to return, even with all of the safety protocols. The number of cases needs to drastically decrease first.</p> <p>This is a hard letter for me to write, because I really want to go back to the classroom. I can not imagine starting the school year without having my students in front of me. But in the end, it's about safety, safety for all staff members, all students, and the students' families.</p> <p>At least the first 3 weeks of the school year need to start with distance learning, so that we can be on the same page as the other local school districts. Not only will this allow for the number of cases to go down (hopefully), it will give us time to make sure all safety protocols are truly in place, and it will keep us safe.</p> <p>Unfortunately, many of us have experienced chaos in our district over the years. Not enough pencils, not enough copy paper, broken printers, etc. When Smythe was remodeled in 2017, it was a disaster! The bathrooms were not even functioning. I wondered if we would even be able to open the day before school started! This is not to blame or complain about anyone, but it's to try to help you understand why many of us think it's better to wait. We're so used to things going wrong!</p> <p>I believe, with the extra time to prepare and with continued collaboration, we can create a safe environment. I strongly urge you to listen to superintendent Tony Thurman, who said yesterday, "In any place where there is uncertainty, we should</p> <p>proceed with caution. In many cases, that's going to be opening in distance learning."</p> <p>Thank you. Sincerely, Natalie La Rosa SYEA President</p>
61	Mayura Vongsavath	site agenda item 11.1 (re-opening task force)	<p>It's been said that schools need to open up because many businesses have. I would argue that being in a 30,000 sq ft warehouse at Costco is not the same as being in a small room with children for hours. Movie theaters aren't open because they know that being confined to a room with strangers with circulated air is unsafe for the duration of a movie. So how is it safe for students and teachers to do in a classroom everyday?</p> <p>There's this misconception that COVID-19 doesn't affect children, but what about the adults that are teaching them? Are we not as</p>

			<p>important to be even considered? What about our families? Do our children not matter to you? Just yesterday, Florida reported having tested 54,022 people under the age of 18. Of those tests, 16,797 tested positive. That is 31% of all the children tested. Now apply that infection rate to our district. At SYMS alone last year we had 636 students. 31% of that would be 197 students that would potentially test positive. 197 asymptomatic students that are unknowingly exposing their families, friends, teachers, neighbors and those people go on to expose more people. The district has around 4,500 students making a 31% infection rate at 1,395 students. Does that number sit well with you? This small community has the highest infection rate in the county and Hispanics are also disproportionately the highest affected group dying from COVID-19 at over 60% of all deaths.</p> <p>Again, does that number sit well with you?</p> <p>Teachers are not babysitters. We are not expendable. We want what is best for all our students, but that means ensuring a safe learning environment for all students and teachers and right now the safest place is at home.</p> <p>Math Teacher, Daughter, Sister, Caretaker – Mayura Vongsavath</p>
62	Leeza Bautista	Public Comment on Agenda Item 11.1	<p>Dear San Ysidro School Board,</p> <p>I strongly encourage this school district to start the year with online learning. San Diego Unified and Chula Vista school districts decided to do online learning. It will be wise for this school district to follow suit.</p> <p>We should start online learning because</p> <ul style="list-style-type: none"> ● Infection and hospitalization rates increased. San Ysidro's infection rate is one of the highest in San Diego county. There was a clear spike of infection when businesses reopened. If schools reopen in August, there will be a bigger spike. ● Community outbreaks increased. Businesses, like restaurants, bars, and salons, closed indoor operations. Even with safety measures in place, schools will inevitably close due to community outbreaks. On day one of reopening, someone attending school will carry the virus, symptomatic or not, which will result in spreading. By doing in-person instruction, infection is not a matter of if, but when. ● The logistics of supplying, staffing, and structuring a plan will take time. In March and April, time was needed to train teachers and to provide students with technology. While staff stepped up, it was still difficult to give quality education. Trying to do hybrid learning will require more preparation. <p>I live with my parents who are in their 70s. My parents are in a demographic most susceptible to the virus and can lead to hospitalization or death. In-person instruction will open myself to carry the COVID virus back home, even while adhering to health</p>

			<p>measures. In-person instruction cannot happen unless there is staff and student confidence. Right now, I don't feel confident.</p> <p>Seriously examine the health risks not only with students and parents, but for every staff member and their families. Start the school year with online learning. Make a decision ASAP so we can start to prepare.</p> <p>Thank You, Leeza Bautista OVHS Teacher</p>
63	Nick Marinovich	PUBLIC COMMENTS FOR TONIGHT	<p>Greetings. My name is Nick Marinovich and I am a founding member of San Diego Schools. We introduced ourselves at our last meeting . I was recently termed out as Chair of the Sweetwater Bond Oversight Committee after serving for over eight years and of course helped assist this District form your Bond Oversight Committee under the leadership of Superintendent Potter and CFO Marilyn Andrianzen.</p> <p>San Diego Schools is an advocacy group to help parents make their voices heard in improving education in our County. Our goal is to improve transparency, accountability, and equity in the school districts throughout the County and assist Parents in Advocacy. There are over 500,000 kids in our County, they deserve the best education possible.</p> <p>We have established a Facebook Group – San Diego Schools - to help provide support to parents to do this. We are nonpartisan and truly want to assist and support parents. Our “agenda” is the kids.</p> <p>Speaking of the need for accountability and citizen involvement I took a look back at Sweetwater and their moving forward with the issuing of bonds in 2018 which were a major focus of the recent FCMAT Audit where major issues were discovered relative to disclosure of financial conditions. While the Oversight Committee does not have jurisdiction over the actual issuing of bonds, the District had expressed the willingness in the spirit of transparency to share such proposals with our Committee in advance.</p> <p>They did not on this one. Now we know why perhaps. Our Committee would have asked those uncomfortable questions that did not come to light much later in the game. This FCMAT Audit and this revelation just reinforced my feeling how important citizen involvement is in their government as promoted by San Diego Schools.</p> <p>Thank you for listening.</p> <p>Thanks. Nick Marinovich</p>
64	Elva De Baca	Beginning of the School Year 2020	<p>Good evening Superintendent Potter, Board Members, and members of the community. My name is Elva De Baca and I am a veteran teacher for our district. The reason for this comment is that I am very concerned with the beginning of the next school year. While I feel</p>

			<p>that most of our community and teachers would love to begin in person teaching, it does not seem to be the best choice at the moment with the recent surge in Covid cases. Almost on a daily basis I am contacted by parents and other teachers who are deeply concerned about the safety and welfare for themselves and their family. I know this is a difficult situation with no perfect solution, but I do know that if we begin with a hybrid model many teachers and parents will suffer from anxiety. Thank you for your time and for dealing with this difficult situation. I feel that you are trying to do what is right for our students and families.</p>
65	Sylvia Robledo	Public Comment for Site Agenda Item 11.1	<p>Thank you for taking my comment. I am deeply concerned for any consideration to go back to on-campus learning in the middle of a spiking Coronavirus pandemic. I am certain that most parents, staff, teachers, and students have their health and safety as a first priority.</p> <p>In the last week, there has been an increase in COVID cases in all San Diego County. San Ysidro holds the highest rate, second to Logan Heights. Tijuana also holds a high rate of infection, if not the highest in all of Mexico. Our district is susceptible to all the COVID transmission in the area. Yet, other districts that surround us have opted to start the 20-21 school year with distance learning.</p> <p>Reopening our schools to on-campus learning will put our staff, teachers, parents, and students and their families at high risk of infection to this horrible virus.</p> <p>Currently, there is not enough evidence to determine how easily children contract the virus or how contagious they are once they do become infected. According to the American Academy of Pediatrics there have been 200 thousand children that have been infected, with close to 62 thousand additional cases from June 25 to July 9th.</p> <p>Once infected with COVID, there are risks of permanent physical and mental damage. Your lungs, heart, kidneys, blood system, neurological system can have lasting recovery or permanent damage, or contracting COVID can also be potentially fatal.</p> <p>It is currently unsafe to return to on-campus learning during the time that COVID is uncontrolled, has spiked, and there is no cure or vaccine. I urge you to please have all of us, including yourselves on top priority for the health and safety of everyone. One serious illness or death as a result of precipitating reopening of campuses, is one too many.</p>
66	Whitney Wright	2020-2021 School Year	<p>Hello,</p> <p>My name is Whitney Wright and I am writing as both a parent and an educator in the SYSD. I strongly believe it is in the best interest of all district staff, students, families and the San Ysidro community at large that the 20-21 school year begins via Distance Learning only. I myself have asthma, although I am able to teach in person, I would still feel more comfortable beginning the school year from home via Distance Learning. Another concern I have is contacting the virus while at work and consequently exposing my mother who has health issues, one of which includes poor lung health. I am also hesitant about returning as we don't exactly know what a hybrid model would</p>

			<p>entail, there is no specific plan that has been provided to employees or parents. I could list many other concerns I have regarding health and safety if we return to in person instruction too soon but, I want to be respectful of your time.</p> <p>Thank you for your time.</p> <p>Respectfully,</p> <p>Whitney Wright</p>
67	Patricia Sortdesanz	Opening schools 11.11	<p>Hello, my name is Patricia Sortdesanz. I reside at 5417 Vista Santa Margarita. San Diego CA. 92154</p> <p>As a teacher who has been with this District for 25 years, I want to say that I appreciate you taking our opinion into account. I know children have to go back to school for their mental well being. However, throughout this pandemic, I've seen too many people be careless about protecting themselves and others from getting I'll. We are currently at the peak of this pandemic wave and it does not seem like it will slow down soon. It will be difficult to keep children safe especially if we have limited to no PE. I firmly believe that if we open soon, it should be done virtually. It is not easy for the teachers, if anything, it is harder. Safety is the number one concern right now. Putting staff and children at risk of infection is not worth going back to in classroom sessions. Especially since our zip code 92154 and 92173 are the highest in Covid 19..</p> <p>Thank you</p>
68	Valerie Ayala	Public comment for site agenda item 11.1	<p>Fear, anxiety, and stress are emotions that I feel simply thinking about physically returning to the classroom. Our community has one of the highest rates of COVID cases in the county and Tijuana has an alarming rate as well. By physically returning back to school we risk the health and well being of our students and staff. In turn, we pose a risk to our own families as well. Many people will recover successfully after contacting COVID, but there is still a lot of uncertainty in regards to the long-term effects of this virus.</p> <p>With proper training and guidance for educators to prepare for online instruction, our students will have the potential to thrive and be very successful. Teachers and students alike will be able to teach and learn in their own safe environment.</p> <p>Sincerely,</p> <p>Mother, wife, and history teacher,</p> <p>Valerie Gonzalez</p>
69	xochitl caracoza	Public Comment for site agenda item 11.1 (reopening task force)	<p>According to the CDC, the risk of contracting Covid-19 might seem low for children, but they still get sick, some seriously. Children and teenagers have died. Questions still surround the disease. It's not worth the risk. Maybe the situation will improve by January, or next summer. Currently we're experiencing a pandemic and safety should be the number one concern. Children can spread the disease to teachers, parents, and grandparents who could be vulnerable. It isn't fair to risk their health by reopening schools. Teachers and staff</p>

			<p>should not have to fear their workplace. Now is not the time, let's do a safe gradual return.</p> <p>Xóchitl López Kinder Teacher, mother, daughter, sister and wife.</p>
70	Sarina Hemungkorn	Agenda Item 11.1	<p>Dear Board Members and Superintendent Potter,</p> <p>As a teacher, I am always concerned about the well being and academic progress of my students. I know that the district has taken excellent steps to ensure a safe return, but I do not feel that this is an appropriate time to have students physically return.</p> <p>The data as it stands does show that children are not as efficient at transmitting the virus. However, being in an enclosed space for several hours each day increases the risk of transmissions. There are reports coming in from around the country of children attending summer camps that have had to close down because of a COVID-19 outbreak. Schools in Israel, Hong Kong, and China have had to shut down again due to outbreaks. As a county, we are nowhere near the level of containment that those countries had achieved.</p> <p>Teachers and their families are experiencing a high amount of anxiety over the return to school. Even with the self reporting of symptoms and temperature checks, it has been proven that the spread of COVID-19 occurs during the pre-symptomatic stage and even from asymptomatic people. A high degree of exposure can occur before a positive test is confirmed. In this time, I could spread this to family members who are at high risk of severe complications from COVID-19.</p> <p>The governor has commended SDUSD on looking at the data for the county and making a decision to start with virtual learning. With the current increase in cases in San Diego county, we should follow SDUSD, CVESD, and SUHSD by starting with virtual lessons.</p> <p>Ms. Sarina Hemungkorn 8th Grade Science Teacher</p>
71	Christian Lopez	Public Comment for Site Agenda Item 11.1 (reopening task force)	<p>I don't see how it will be safe for children or staff to come back to the classroom. We live in a hot zone for Covid-19 with one of the highest infected zip codes especially being the district closest to the Mexican Border. Students cannot be expected to wear a mask for the duration of a school day. At some point, the mask has to come off, anyone who's worked with young children knows they will play with their masks and not even realize they're doing it. It's simply unrealistic to expect otherwise. This is just not the time, we should start online and safely move toward blended learning.</p> <p>Respectfully, Christian Lopez, teacher, father, brother, son, and husband.</p>
72	Nadean Perez	Site agenda	On opening our schools with anything other than the distance

		11.1 reopening task force	<p>learning plan:</p> <p>If you know anything at all about biology from high school and how disease spreads, then you'll know that the spread of a virus is density-dependent.</p> <p>That means a virus' ability to do real damage relies on how many organisms it can come in contact with in a given area.</p> <p>If I have 2 people in a building and one has a virus, it's not likely to spread to the other person because they can stay far away from each other.</p> <p>If I have 2000 people in that same building, the chance of that virus spreading just increased by something like 1000x-2000x.</p> <p>We have roughly 600 kids in my school. When considering a blended approach to learning, even if we split them into two cohorts you still have more than 300+ potential vectors of disease spread over a campus at a given time, PLUS staff. Split it into 3? Still 150+ vectors.</p> <p>(And I won't even get into how the antiquated HVAC systems contribute to the spread of viruses in a closed system)</p> <p>It's not "fear mongering". It's basic science.</p> <p>Please reconsider anything other than a distance model approach to learning at this time.</p>
73	Elizabeth Gomez	agenda item 11.1 (re-opening task force)	<p>My name is Elizabeth Gomez (6th Teacher at Willow) and I must say that I'm a bit concerned about our return to work. I know that we love what we do, but we want to do it when it's safe. Safe for our students and safe for our staff, but especially safe for all our families. We are all eager to be back to normal, but there is nothing normal to this. We know that there are many safety protocols that will take place to make opening up possible, but please explain how you will help us if we have a student that refuses to wear a mask. It is easy for someone that is not in the classroom to say we are ready, but remember that we are the ones in that classroom. We are the ones that will be there daily. Please open back up when it is safe. Thank you for your time.</p>
74	Dionicio Estrada	comment for site agenda item 11.1(re-opening task force)	<p>what happens if a staff gets tests positive for covid19 are they quarantined 2-3 weeks and is their sick leave covered, paid?</p> <p>Who is paying for all those covid19 tests the district or each individual, because it happens during school, is the staff family will be covered by the district for the testing and if they have to be in quarantine who will pay for family loss of wages.</p> <p>How we get notified or anyone will get notified because of the HIPAA regulations.</p> <p>What happens if the teacher is out and they send a substitute. How safe is the substitute? How do we know if he/she is not infected? because substitutes teach in multiple schools and districts.</p>

75	Guadalupe Herdez	11.1 are-opening task force	<p>I've been a resident at San Ysidro since 1973, attending Sunset, Beyer. I do not believe it is in the best interest of students as well as staff to return to regular classes for now, it's too soon. If the Chula Vista School District nor Sweetwater District have decided not to re-open/ start the new school year in classrooms which have Much less Covi Cases than San Ysidro & its surroundings, what makes any logic of having our schools open? It's too risky to expose our students as well as our staff, by re-opening too soon, we've all seen the spike it caused by re-opening businesses, beaches, & other recreational gatherings. Let's move forward by starting online classes & see how & when it's safe for all involved to get back to regular schooling.</p> <p>Let's all do our part to stop the spread. Let's do our part & take care of each other.</p> <p>Not taking into account the monetary impact just do what's right for our students/children & our teachers, staff & allThank You</p> <p>Guadalupe Herdez</p>
76	Katina De Leon	Distance Learning	<p>Hello my name is Katina De Leon 2nd grade teacher at OVHS and the SYEA Vice-President. On behalf of our students and staffs safety, I feel that we should delay our in school re-opening with students, and to go 100% online until it is safer for all of us to return to school with the growing increase of Covid-19 cases in our community. Our commitment to student and staff safety needs to be our priority. Many staff members have families as well, and are care takers of elderly parents and sick family members, that they need to protect. Please consider this in your decision to reopen schools just like our neighboring school districts have decided to start remotely, until it is safe to return with students. Thank you for your time.</p>

- 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, JUNE 25, 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 may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment was submitted by email to publiccomment@sysdschools.org on or before Thursday, June 25, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (650) 761-1617 and enter the access code 335 682 272#. 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: Vice-President Martinez Time: 5:06 p.m.

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

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

Mr. Humberto Gurmilan, Board President - *Arrived at 5:20 p.m.*

Mr. Antonio Martinez, Board Vice-President

Mr. Rudy Lopez, Board Clerk

Mrs. Irene Lopez, Member - *Absent due to a family matter*

Mrs. Rosaleah Pallasigue, Member

Vice-President Martinez 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 with the following corrections:

- 1) Tabled Item 14B.7 - Agreement with Villalva Trucking and Training

Motion: R. Lopez Second: Pallasigue Vote: 3 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, June 25, 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.

Board Member Pallasigue made a motion to recess to Closed Session, seconded by Clerk R. Lopez. The vote was 3 Ayes - 0 Noes.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:14 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.2 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board President, Humberto Gurmilan, Legal Counsel, Joseph Sanchez
Unrepresented Employee: Superintendent

5.3 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Farkas)

Agency Negotiators: David Farkas, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:00 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.

Board President Gurmilan announced that he joined the meeting at 5:20 p.m.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Gurmilan Time: 6:00 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to 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 - *Arrived at 5:20 p.m.*

Mr. Antonio Martinez, Board Vice-President

Mr. Rudy Lopez, Board Clerk

Mrs. Irene Lopez, Member - *Absent due to a family matter*

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. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS

- 9.1 Employee of the Year and Years of Service Recognition - Presenter Dr. David Farkas
- 9.2 Recognition of Zenaida Rosario - Presenters Dr. David Farkas and City of San Diego District 8 Councilmember, Vivian Moreno
- 9.3 Classified Distinguished Champions - Presenter Dr. David Farkas

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, June 25, 2020 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. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Pablo Sainz, Employee, Commented: 1) Met Zenaida Rosario in 2003 when he interviewed her for El Latino Newspaper for being selected the San Diego County Teacher of the Year. 2) Now that she's retiring after 38 years of service, thanked Zenaida for being his teacher and mentor. She taught him about life, to not stay quiet in the face of injustice, to raise one's voice for the voiceless and to put the greater good before one's own. 3) Zenaida was his daughter's teacher and the entire family loves her very much.

Pablo Sainz, Employee, Commented: 1) Thanked the Board, Dr. Potter, Cabinet, Mr. Madera and Mr. Mata for approving professional development for him through the University of Georgia. He completed the Professional Interpreter in Education Program and received his diploma.

Fernanda Rios, CSEA President, Commented: 1) CSEA members want to reiterate that the budget the Board is voting on is not final. Asked the Board to wait to adopt a more accurate budget. 2) As we all work towards schools reopening for our students, urged the Board to keep in mind that they have a responsibility towards the safety of employees and their families. Our community has seen a drastic increase in positive COVID cases and increased hospitalizations. 3) Asked the Board to carefully consider the data and guidelines on COVID-19 when making decisions.

Nick Marinovich, Commented: 1) Thanked the district for retaining him as a consultant to establish the Bond Oversight Committee. 2) He is also a founding volunteer member of San Diego Schools, an advocacy group established to help parents make their voices heard in improving education for their kids in our county. 3) Invited parents to visit their website and sign up on their email list at sandiegoschools.net.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Pallasigue, Commented: 1) She is thankful to be a part of such an amazing school district. 2) We have a long road ahead of us with regards to schools reopening. Let's continue to work together and collaborate. 3) She is thankful for the staff members that are retiring this year. Wished them the best.

Board Clerk R. Lopez, Commented: 1) He is glad that the legislator and governor reached a deal although it hasn't been signed yet, but he is hopeful. It did include some good news for us and some protections for both employee groups. 2) Looks forward to them getting that done so we can interpret

what those formulas will look like for us.

Vice-President Martinez, Commented: 1) He is happy that we are at a better point than we were last week. 2) Would like us to set up a game plan on what we will do with the Beyer site with community input and how this is going to look with COVID. 3) Thanked everyone.

President Gurmilan, Commented: 1) Thanked all of our employees for the wonderful work they've done this year. 2) Encouraged everyone to take time off if they have it. We will have a lot of work to do as we come to the opening of schools again. 3) Echoes what Board Clerk Lopez said. He is also optimistic about the budget.

Superintendent Potter, Commented: 1) Echoes everyone's gratitude and thanked our team for pulling so hard in our school district for our students and their families. 2) On behalf of Dr. Farkas, we had one more name that needed to be read under Distinguished Champions. Thanked Alexandra Paul for 15 Years of Service to our school district. 3) Thanked our Reopening of Schools Task Force. Safety for our children and staff has been their top priority. We hope to soon be able to notify our families and staff of our plans to safely reopen our schools within the guidelines of the County Health Department. 4) If all goes well on the agenda, our new school year for students will start on August 17.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 2019-20 Citizens' Bond Oversight Committee Annual Report - Chief Business Official, Marilyn Adrianzen & Citizens' Bond Oversight Committee Chair, Ricardo Macedo
- 12.2 Long Range Master Facility Plan - Update - President - WLC Architects Incorporated, Jim DiCamillo
- 12.3 General Obligations Bond Disclosure Responsibilities Under the Federal Securities Law - Reed Glycer with Stradling, Yocca, Carlson, Rauth Corporation

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Special Board Meeting of June 8, 2020.

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

13.2 RESOLUTION NO. 19/20-0055 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2020-21 SPENDING PLAN (Adrianzen)

The Board adopted Resolution No. 19/20-0055 and approved the Education Protection Account (EPA) spending plan for the 2020-21 school year.

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

13.3 BUDGET ADOPTION FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved/adopted the District's Budget for fiscal year 2020-21.

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

13.4 RESOLUTION NO. 19/20-0056 BUDGET REDUCTION OPTIONS FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved and adopted Resolution No. 19/20-0056 to identify the amount of budget reduction options which may be needed in 2020-21 and 2021-22 and that a list of budget reductions for 2021-22 may be included in the 2020-21 First Interim Report pending final state budget adoption

outcome.

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

13.5 RESOLUTION NO. 19/20-0057 REQUESTING A TEMPORARY TRANSFER OF FUNDS

(Adrianzen)

The Board approved and adopted Resolution No. 19/20-0057 requesting a Property Tax temporary transfer of funds from the County Treasury as needed for the 2020-21 fiscal year. *Marilyn Adrianzen, Chief Business Official, provided a brief explanation of this item as it relates to payroll.*

Motion: Martinez Second: Gurmilan Vote: 4 Ayes - 0 Noes

13.6 RESOLUTION NO. 19/20-0058 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS (Adrianzen)

The Board approved Resolution No. 20/21-0007 to establish temporary interfund borrowing of special or restricted fund moneys effective July 1, 2020 through June 30, 2021.

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.7 APPROVAL OF THE COVID-19 OPERATIONS WRITTEN REPORT (Colom)

The Board approved the COVID-19 Operations Written Report.

Motion: Martinez Second: Gurmilan Vote: 4 Ayes - 0 Noes

13.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATION REGULATIONS IN THE 4000 SERIES PERSONNEL (Farkas)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations in the 4000 Series (Personnel) based on CSBA recommendations.

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.9 SECOND READING AND ADOPTION OF NEW BOARD POLICY 6157 - DISTANCE LEARNING (Colom)

The Board approved the Second Reading and Adoption of New Board Policy 6157 - Distance Learning.

Motion: R. Lopez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.10 CONFLICT OF INTEREST CODE: LOCAL GOVERNMENT AGENCY BIENNIAL REVIEW (Potter)

The Board adopted Resolution No. 19/20-0054 amending the Conflict of Interest Code of the San Ysidro School District and directing that such amendment be submitted to the San Diego County Board of Supervisors as the District's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.11 EMPLOYEE ATTENDANCE INCENTIVE (Farkas)

The Board approved the attendance incentive for the 11 employees listed on the attached sheet.

Motion: Pallasigue Second: Martinez Vote: 4 Ayes - 0 Noes

13.12 COLLECTIVE BARGAINING AGREEMENT WITH SAN YSIDRO EDUCATION ASSOCIATION (SYEA) (Farkas)

The Board approved the reopener collective bargaining agreement between the San Ysidro School District and the San Ysidro Education Association (SYEA) for the period 2018 through 2021.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.13 INJURY AND ILLNESS PREVENTION PROGRAM (Farkas)

The Board approved the updated Injury and Illness Prevention Program and COVID-19 Addendum as required by Title 8 California Code of Regulations 3203(a)(1).

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.14 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND SAN YSIDRO EDUCATION ASSOCIATION (SYEA) REGARDING THE 2020-2021 WORK YEAR CALENDAR (Farkas)

The Board approved the MOU concerning the revised work year calendar and pre-planned fall vacation accommodations due to the COVID-19 pandemic.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.15 REVISED 2020-2021 STUDENT CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Student Calendar.

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

13.16 REVISED 2020-2021 CERTIFICATED WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Certificated Work Calendar.

Motion: Martinez Second: Gurmilan Vote: 4 Ayes - 0 Noes

13.17 REVISED 2020-2021 CLASSIFIED 10-MONTH, 209 WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Classified 10-Month Work Calendar.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.18 REVISED 2020-2021 CLASSIFIED 10-MONTH, 213 WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Classified 10-Month Work Calendar.

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.19 REVISED 2020-2021 CLASSIFIED 11-MONTH WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Classified 11-Month Work Calendar.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.20 REVISED 2020-2021 CLASSIFIED 12-MONTH WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Classified 12-Month Work Calendar.

Motion: Pallasigue Second: Gurmilan Vote: 4 Ayes - 0 Noes

13.21 REVISED 2020-2021 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Principal/Assistant Principal Work Calendar.

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

13.22 REVISED 2020-2021 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Certificated Directors/Coordinators Work Calendar.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.23 REVISED 2020-2021 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Farkas)

The Board approved the Revised 2020-2021 Classified Management & Confidential Work Calendar.

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.24 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND MANUELA COLOM REGARDING THE 2020-2021 WORK YEAR CALENDAR (Farkas)

The Board approved the MOU concerning the revised 2020-2021 work year calendar for Manuela Colom related to the number of days worked during the 2019-2020 school year due to service over spring break and the Covid-19 response. This MOU is only applicable for the 2020-2021 school year.

Motion: R. Lopez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.25 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND CYNTHIA MONREAL GONZALEZ REGARDING THE 2020-2021 WORK YEAR CALENDAR (Farkas)

The Board approved the MOU concerning the revised 2020-2021 work year calendar for Cynthia Monreal González related to the number of days worked during the 2019-2020 school year due to service over spring break and the Covid-19 response. This MOU is only applicable for the 2020-2021 school year.

Motion: Gurmilan Second: Martinez Vote: 4 Ayes - 0 Noes

13.26 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND OSCAR MADERA REGARDING THE 2020-2021 WORK YEAR CALENDAR (Farkas)

The Board approved the MOU concerning the revised 2020-2021 work year calendar for Oscar Madera related to the number of days worked during the 2019-2020 school year due to service over spring break and the Covid-19 response. This MOU is only applicable for the 2020-2021 school year.

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

13.27 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND KATHLEEN CORDERO REGARDING THE 2020-2021 WORK YEAR CALENDAR (Farkas)

The Board approved the MOU concerning the revised 2020-2021 work year calendar for Kathleen Cordero related to the number of days worked during the 2019-2020 school year due to service over spring break and the Covid-19 response. This MOU is only applicable for the 2020-2021 school year.

Motion: Gurmilan Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.28 ELIMINATE WAREHOUSE INVENTORY IN FISCAL YEAR 2019-20 (Adrianzen)

The Board approved to eliminate warehouse stores inventory balance of \$4,569 and recognize direct purchasing and delivery procedures for school sites and departments.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.29 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2020-2021 SCHOOL YEAR (Potter)

The Board approved attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2020-2021 school year which includes the 2020 CSBA Annual Education Conference, ACSA State Legislative Policy Committee (Chair) and other leadership professional development opportunities.

Motion: Pallasigue Second: R. Lopez Vote: 4 Ayes - 0 Noes

13.30 GOVERNING BOARD MEMBERSHIP FOR THE 2020-2021 SCHOOL YEAR (Potter)

The Board approved Board membership to the California School Boards Association for the 2020-2021 school year at a cost of \$14,154.00 from the General fund.

Motion: Gurmilan Second: Pallasigue Vote: 4 Ayes - 0 Noes

13.31 THIRD AMENDMENT TO EMPLOYMENT AGREEMENT WITH SUPERINTENDENT (Gurmilan)

The Board discussed and approved the third amendment to the Superintendent employment agreement.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Tabled Consent Calendar Item 14B.7-Agreement with Villalva Trucking and Training

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 0 Noes

14A. CURRICULUM & INSTRUCTION

14A.1 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elva De Baca, Leticia Ramos	Jornada 2020 Pedagógica Internacional para la Educación Multilingüe Conference	Loyola Marymount University - Los Angeles	January 18, 2020	\$300.00	General Fund

14B. BUSINESS

14B.1 AGREEMENT WITH COUNTY OF SAN DIEGO FOR TEMPORARY TRANSFER OF FUNDS (Adrianzen)

The Board approved the agreement with the County of San Diego to authorize Property Tax temporary transfer of funds from the County Treasury as needed for the 2020-21 fiscal year.

14B.2 RESOLUTION NO. 19/20-0053— BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

The Board adopted Resolution No. 19/20-0053 recognizing that Antonio Martinez was absent from the Special Board Meetings of October 28, 2019 and February 26, 2020 due to hardship and received the maximum monthly compensation for that month.

14B.3 AMENDMENT TO WESTED AGREEMENT (Colom/Madera)

The Board approved the amendment to the WestEd Agreement extending the term of the agreement until December 31, 2020 to conduct a review of data for Special Education at a total cost up to \$22,000.00 from the Special Education fund.

14B.4 AGREEMENT WITH CDW GOVERNMENT LLC FOR 2019-20 E-RATE CATEGORY 2 EQUIPMENT (Adrianzen/Lewis)

The Board approved the agreement with CDW Government LLC to be the approved vendor of equipment as reflected on RFP No. 03 2019-20 E-Rate Category 2 Equipment in the amount of \$169,230.25 from E-rate funds.

14B.5 AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES (Colom/Lewis)

The Board approved the agreement with VectorUSA for Managed Technology Services (Network and Server Architecture) at an estimated amount of \$89,407.36 from the General fund.

14B.6 DISTANCE LEARNING AND CALIFORNIA ADVANCED SERVICES FUND GRANT AWARD NO. 25490 (Adrianzen)

The Board approved and accepted Grant Award No. 25490 for the Distance Learning and California

Advanced Services Fund (CASF) Program in the amount of \$580,500.00.

**14B.7 AGREEMENT WITH VILLALVA TRUCKING AND TRAINING (Adrianzen/Azevedo) -
*Tabled***

Approve the agreement with Villalva Trucking and Training services from June 26, 2020 to June 30, 2021. Services will be provided on an “as needed basis” at a cost not to exceed \$10,000.00 from the General fund.

Board Member Pallasigue made a motion to adjourn, seconded by Vice-President Martinez. The vote was 4 Ayes - 0 Noes.

15. ADJOURNMENT Time: 9:19 p.m.

Respectfully Submitted,

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

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, JULY 30, 2020
5:00 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 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 was submitted by email to publiccomment@sysdschools.org on or before Thursday, July 30, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (417) 719-7641 and enter the access code 200 845 863#.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:01 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 - *Absent out of town*
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member - *Absent*

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: I. Lopez Vote: 3 Ayes - 0 Noes

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who wanted to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, July 30, 2020 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. 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) Thanked the Board for taking the time to approve the temporary contracts for Head Start Permit Teachers. 2) She would like to see how we can work in the future to help our preschool teachers attain probationary status, and eventually permanent status in order to create more stability in the preschool program.

6. GENERAL ADMINISTRATION

6.1 EMPLOYMENT OF TEMPORARY CERTIFICATED STAFF (Farkas)

The Board approved the employment of temporary certificated staff - Head Start Permit Teachers.

Motion: Martinez Second: Gurmilan Vote: 3 Ayes - 0 Noes

Vice-President Martinez made a motion to adjourn, seconded by Board Member Irene Lopez. The vote was 3 Ayes - 0 Noes.

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

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
TUESDAY, JULY 28, 2020
5:00 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 comment was submitted by email to publiccomment@sysdschools.org on or before Tuesday, July 28, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (260) 226-6089 and enter the access code 660 572 097#.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:01 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

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda for the meeting.

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

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who wanted to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Tuesday, July 28, 2020 at 3:00 pm. Please limit comments 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.

Pablo Sainz, Parent, Commented: 1) Schools will start online on August 17. 2) If school reopens, he would like to know if the same teacher will continue the Online Learning Academy. It impacts the student's education when they switch from one teacher to another in the middle of the year. 3) Hopes the district announces the protocol for parents that want their children to remain online all school year.

6. CONFERENCE SESSION

Reports/Presentations

- 6.1** 2020-2021 Distance Learning Academy & DRAFT COVID-19 Prevention Plan for Schools - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom
- 6.2** Revised Adopted Budget 2020-21 - Chief Business Official, Marilyn Adrianzen
- 6.3** Presentation of Preliminary Official Statement and a Continuing Disclosure Certificate for Measures T and U - District Bond Legal Counsel from Stradling, Yocca, Carlson, & Rauth, P.C. (Bob Whalen and Reed Glyer)

7. GENERAL ADMINISTRATION

7.1 2020-2021 DRAFT COVID-19 PREVENTION PLAN FOR SCHOOLS (Colom)
Information only.

7.2 REVISED ADOPTED BUDGET FOR FISCAL YEAR 2020-21 (Adrianzen)
The Board approved the revised Adopted Budget for Fiscal Year 2020-21.

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

7.3 RESOLUTION NO. 20/21-0010 (Adrianzen)
The Board adopted Resolution No. 20/21-0010 approving the form of a Preliminary Official Statement and a Continuing Disclosure Certificate in connection with the issuance of the District’s Election of 2020 General Obligation Bonds, Series A (Measure U) (Tax-Exempt) and its Election of 2020 General Obligation Bonds, Series A (Measure T) (Federally Taxable), and approving various actions related thereto. *(The district’s Bond Legal Counsel provided a brief overview.)*

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

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

8. ADJOURNMENT Time: 6:24 p.m.

Respectfully Submitted,

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

San Ysidro School District



DRAFT COVID-19 Prevention Plan for Schools

Reopening Taskforce

July 28, 2020

REVISED AUGUST 8, 2020

TABLE OF CONTENT

COVID-19 PREVENTION PLAN FOR SCHOOLS

Previously known as the "Safe Reopening Plan for K-12 Schools"

Revised July 23, 2020

School Name:	San Ysidro School District		
School Address:	4350 Otay Mesa Rd. San Ysidro CA 92173		
School Type:	School District: <input checked="" type="checkbox"/>	Charter School <input type="checkbox"/>	Private School <input type="checkbox"/>
Name of School District, Charter School System or Private School System if Applicable:	San Ysidro School District		

This template was developed in consultation with the County of San Diego Health and Human Services Agency, Public Health Services and is based on guidance articulated by the California Department of Public Health in its [COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs](#) (July 17, 2020) and COVID-19 and [Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year](#).

The template mirrors the organizational structure of the CDPH industry guidance for schools and is modeled on the COVID-19 Prevention Plan for Schools Checklist. Schools are not required to use this template; however, doing so will ensure that the school's COVID-19 Prevention Plan responds to each of the elements in the industry guidance.

1. General Measures

1. The district/school's worksite-specific COVID-19 prevention plan based on a comprehensive risk assessment of all work areas and work tasks is located at: <https://www.sysdschools.org/>
 - a. The person responsible to implement and monitor this plan is: [Manuela Colom, Executive Director Curriculum, Instruction & Innovation](#) Phone: (619) 428-4476 Ext 3027
 - b. The district and school's COVID-19 Liaison for contact with Public Health Services is: [\(Dr. David Farkas, Executive Director of Human Resources](#) Phone: (619) 428-4476 Ext 3012
 - i. The process the district/school will use to report information about COVID-19 outbreaks through the COVID-19 Liaison
 - ii. To respond to COVID-19 concerns and communicate exposures to local health officials and stakeholders, site principals and administrators will work in conjunction with their health staff, and district nurse. The COVID-19 Liaison will report information on positive cases to Public Health Services Epidemiology Department at: 619-692-8499
 - c. The district/school has incorporated the [CDPH Guidance for the Use of Face Coverings](#). See section 3 for more information.
 - d. The district/school's COVID-19 Prevention Plan is posted at: <https://www.sysdschools.org/>. This information has been provided to workers and worker representatives via email. The district/school's plan to train and communicate with workers on the COVID-19 prevention plans is described below.
 - i. During the districtwide Virtual Welcome Back Staff Event on August 12th, 2020 all staff will be trained on county health and safety measures embedded within the state and county health department guidance, that includes, but is not limited to:

Use of hand sanitizer
Handwashing
Social Distancing
Use of facial coverings

- e. The district/school's plan to regularly evaluate the workplace for compliance with this plan and document and correct deficiencies identified is described in this plan
- f. The district/school will investigate any COVID-19 illness and determine if any work-related factors could have contributed to risk of infection. Update the plan as needed to prevent further cases.
- g. The district/school will implement the necessary processes and protocols when a workplace has an outbreak, in accordance with [CDPH guidelines](#).
- h. The district/school will identify individuals who have been in close contact (within 6 feet for 15 minutes or more) of an infected person and take steps to isolate COVID-19 positive person(s) and close contacts. (See Section 10 for more detail.)

2. The district/school has evaluated whether and to what extent external community organizations can safely utilize the site and campus resources, and will ensure external community organizations that use the facilities also follow this guidance.

- District and schools will limit access to non-essential visitors, facility use permits and volunteers; within the parameters of state and local regulations, orders, and laws.
- At this time, the District and school will make a concerted effort to limit volunteers on campus.
- The District and school will follow the state and county guidance.
- Parents/guardians will be allowed on campus for student drop-off, student pick-up, and student health related matters from the health office and/or designated area on campus during the school day. Parents/guardians may also seek support from the district/school office for various school related matters such as, but not limited to: student registration, transfers, transportation, meal service, etc.

3. The district and school are prepared for the possibility of repeated closures of classes, groups, or entire facilities when persons associated with the facility or in the community become ill with COVID-19. (See Section 10 below.)

4. The district and school has developed a plan to further support students with access and functional needs who may be at increased risk of becoming infected or having unrecognized illness due to COVID-19. For example, review existing student health plans to identify students who may need additional accommodations, develop a process for engaging families for potentially unknown concerns that may need to be accommodated or identify additional preparations for classroom and non-classroom environments as needed. Groups who might be at increased risk of becoming infected or having unrecognized illness include the following:

- a. Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members.
- b. Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
- c. Individuals who may not be able to communicate symptoms of illness.
 - District nurse or school health clerk will provide parents with the appropriate documentation to update medical health history. This document will need to be updated by the student's primary care doctor and/or other medical field.
 - A meeting will be held with parents to transfer information into a Health Plan that will be adopted by the school and/or District to accommodate the students' needs.
 - Students who have health and medical conditions documented via a 504 plan or IEP, will be accommodated based on their needs.

- Have access to a visual process on how to wash hands (i.e. visual schedule, social story, video modeling)
- If the student requires immediate attention, staff will take the proper precautions (i.e. PPE) before approaching and supporting the student.
 - Hand over hand - Hand Washing
 - Partial Prompting (i.e. visual, tapping, modeling, gesture) - Hand Washing
- Parent/Guardian and Teacher develop a plan to address the student's needs.
- Provide students with alternative forms of communication (i.e. AAC, icons, BigMacs).

5. The district/school has reviewed the [CDPH Guidance for the Use of Face Coverings](#) and applicable local health department guidance and incorporated face-covering use for students and workers into this COVID-19 Prevention Plan. See Section 3 for more information.

2. Promote Healthy Hygiene Practices

The district/school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

6. The district/school has developed plans to teach and reinforce [washing hands](#), avoiding contact with one's [eyes, nose, and mouth](#), and [covering coughs and sneezes](#) among students and staff. The plans describe how the school will teach students and remind to:
- a. Use a tissue to wipe their nose and to cough/sneeze inside a tissue or their elbow
 - b. Wash their hands frequently throughout the day, including before and after eating; after coughing or sneezing; after classes where they handle shared items, such as outside recreation, art, or shop; and before and after using the restroom.
 - c. Wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
 - d. Use fragrance-free hand sanitizer when hand washing is not practicable.
 - i. Ethyl alcohol-based hand sanitizers are preferred and should be used when there is the potential of unsupervised use by children. Isopropyl hand sanitizers are more toxic when ingested or absorbed in skin.
 - ii. Do not use hand sanitizers that may [contain methanol](#), which can be hazardous when ingested or absorbed.
 - iii. Children under age 9 should use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Staff will be trained on spacing and classroom formats prior to students arriving on campuses. While learning via the distance learning model, students will be trained by staff on what new procedures to expect prior to returning to on campus classrooms.
 - The District staff will provide a video to schools to be shared with teachers, classified employees and parents regarding these procedures. Schools will develop hand washing schedules with staggering times for students. Hand washing stations will be placed throughout the school.
 - Temporary, COVID-specific signage and markings will be added to each building. These serve to inform and remind community members and visitors alike of required measures to help prevent spread of the novel coronavirus. Compliance with posted signs and notices is required by order of the Risk Management and Emergency Preparedness & Security offices.

7. Consider portable hand washing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent practicable.
- Hand washing stations will be placed near relocatable classrooms that do not have sinks.
 - Most classrooms have sinks for hand washing use.
8. Develop routines enabling students and staff to regularly wash their hands at staggered intervals.
- District staff will provide a video to schools to be shared with teachers, classified employees and parents regarding these procedures.
 - Schools will develop hand washing schedules with staggering times for students.
 - Handwashing stations will be placed throughout the school at appropriate places.
 - Develop routines enabling students and staff to regularly wash their hands at staggered intervals
 - Develop routines enabling students and staff to use hand sanitizer when necessary
 - Each classroom will have access to hand sanitizer and hand washing areas with students trained on procedures entering /exiting the classroom, as well as during class time.
9. Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans, face coverings, and hand sanitizers with at least 60% ethyl alcohol for staff and children who can safely use hand sanitizer.
- San Ysidro School District has ordered recommended supplies for prevention of the COVID-19 virus for all schools and facilities
 - Provide other protective equipment, as appropriate for work assignments.
 - For employees engaging in symptom screening, provide surgical masks, face shields, and disposable gloves.
 - For front office and food service employees, provide face coverings and disposable gloves
 - For custodial staff, provide equipment and PPE for cleaning and disinfecting
 - For regular surface cleaning, provide gloves appropriate for all cleaning and disinfecting.
10. Information contained in the [CDPH Guidance for the Use of Face Coverings](#) to staff and families, including the circumstances in which face coverings must be worn and the exemptions, as well as any policies, work rules, and practices the employer has adopted to ensure the use of face coverings.
- Language and recommendations from the CDPH will be communicated to all stakeholders in writing , through social media, as well as in parent, student and staff orientations
11. Employers must provide and ensure staff use face coverings in accordance with CDPH guidelines and all required protective equipment.
- As recommended by the CDC, all staff should wear face coverings. Per CDPH guidance, teachers may use face shields, which enable students to see their faces and to avoid potential barriers to phonological instruction.
 - Facial masks will be provided to all staff and students
 - Provide other protective equipment, as appropriate for work assignments.
 - a. For employees engaging in symptom screening, provide surgical masks, face shields, and disposable gloves.
 - b. For front office and food service employees, provide face coverings and disposable gloves

12. The school district has a sufficient supply of personal protective equipment (PPE) necessary to protect employees. The plans specify the type of PPE needed for tasks performed by employees.

As recommended by the CDC, all staff should wear face coverings. Per CDPH guidance, teachers may use face shields which enable students to see their faces and to avoid potential barriers to phonological instruction.

- Facial masks provided to all employees
- Provide other protective equipment, as appropriate for work assignments.
- For employees engaging in symptom screening, provide surgical masks, face shields, and disposable gloves.
- For front office and food service employees, provide face coverings and disposable gloves

13. All students and staff will be encouraged to be immunized each autumn against influenza unless contraindicated by personal medical conditions, to help:

- a. Protect the school community
- b. Reduce demands on health care facilities
- c. Decrease illnesses that cannot be readily distinguished from COVID-19 and would therefore trigger extensive measures from the school and public health authorities.

3. Face Coverings

The district/school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

14. Face coverings must be used in accordance with [CDPH guidelines](#) unless a person is exempt as explained in the guidelines, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- a. Teach and reinforce use of [face coverings](#), or in limited instances, face shields.
 - b. Students and staff should be frequently reminded not to touch the face covering and to [wash their hands](#) frequently.
 - c. Information should be provided to all staff and families in the school community on [proper use, removal, and washing of cloth face coverings](#).
 - d. Training should also include policies on how people who are exempted from wearing a face covering will be addressed.
- The District requires all students grades 3-8, employees, and visitors to wear face coverings at all times (unless they are exempt according to state and county health guidelines) while in public or in shared spaces on campus unless doing so would damage their health. In accordance with state guidelines, students in grades preschool-2nd are strongly encouraged to wear face masks and will be provided district issued face masks. Note, for the safety of all, our district intends to respectfully ask that all preschool-2nd grade students wear face masks for their own safety and for those around them.
 - A cloth face covering is typically a reusable item made from cloth fabric. It serves to protect others from exposure to illnesses the wearer may be carrying. This is the appropriate protection for most employees and should be laundered in a washing machine daily after use.
 - Employees and students will be provided a district issued cloth face covering. They may also bring a cloth face covering of their choice from home to wear, if they prefer as long as it covers both the mouth and nose.
 - A disposable surgical mask is a disposable face covering approved for health care environments. These are generally reserved for health care workers and emergency responders but may be used by employees and students. Surgical face masks will be available to employees working in the health clerk offices, isolation areas, school front offices, and child nutrition areas, upon employee request of their immediate supervisor or human

resources department. Surgical face masks will also be made available to employees and students who may be medically fragile or more vulnerable to COVID-19, upon request of their immediate supervisor, school principal or human resources department.

- District and schools will provide and enforce the use of face coverings, masks or face shields for all staff on campus.
- Schools staff will also reinforce the use of face masks for all students, according to the following guidelines:
 - All students 3rd grade through 8th grade must wear face coverings while on campus
 - Exceptions Preschool to 2nd grade (strongly recommended)
 - Students with special needs (i.e. medical and/or IEP based)
 - Plexiglass will be used in classrooms where there are students not wearing a mask/face covering

15. The school’s plans regarding students’ use of face coverings includes the following elements:

Age	Face Covering Requirement
Under 2 years old	No
2 years old – 2nd grade	Strongly encouraged**, unless exempt <ul style="list-style-type: none"> ● Note, for the safety of all, our district intends to respectfully ask that all preschool-2nd grade students wear face masks for their own safety and for those around them.
3rd grade – high school	Yes, unless exempt

**Face coverings are strongly encouraged for young children between 2 years old and 2nd grade, if they can be worn properly. A face shield is an acceptable alternative for children in this cohort who cannot wear them properly. Face shields will be provided to students between ages 2 and 2nd grade who cannot properly wear a face mask.

- a. Persons younger than two years old, anyone who has trouble breathing, anyone who is unconscious or incapacitated, and anyone who is otherwise unable to remove the face covering without assistance are exempt from wearing a face covering.
- b. A cloth face covering, or face shield should be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student’s name and date) until it needs to be put on again.
- c. In order to comply with this guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school. Schools should develop protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions. Schools should offer alternative educational opportunities for students who are excluded from campus.

- As recommended by the CDC, all staff should wear face coverings. Per CDPH guidance, teachers may use face shields, which enable students to see their faces and to avoid potential barriers to phonological instruction.
- Provide masks if the employee does not have a clean face covering.
- Provide other protective equipment, as appropriate for work assignments.
 - For employees engaging in symptom screening, provide surgical masks, face shields, and disposable gloves.

- For front office and food service employees, provide face coverings and disposable gloves.

16. The district/school's plans regarding staff use of face covers includes the following elements:

- All staff must use face coverings in accordance with [CDPH guidelines](#) unless Cal/OSHA standards require respiratory protection.
- In limited situations where face coverings cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.
- Workers or other persons handling or serving food must use gloves in addition to face coverings. Employers should consider where disposable glove use may be helpful to supplement frequent hand washing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.

4. Ensure Teacher and Staff Safety

The district/school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

17. The district/school's plan to protect teachers and staff includes the following elements:

- Ensuring staff maintain physical distancing from each other is critical to reducing transmission between adults.
- Ensure that all staff use face coverings in accordance with CDPH guidelines and Cal/OSHA standards.
- Support staff who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as telework, where appropriate, or teaching in a virtual learning or independent study context.
- Conduct all staff meetings, professional development training and education, and other activities involving staff with physical distancing measures in place, or virtually, where physical distancing is a challenge.
- Minimize the use of and congregation of adults in staff rooms, break rooms, and other settings.
- Implement procedures for daily symptom monitoring for staff.

5. Intensify Cleaning, Disinfection, and Ventilation

The district/school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

18. Consider suspending or modifying use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and instead encourage the use of reusable water bottles.

- Drinking fountains will be disabled, other means of water will be provided

19. Staff should [clean and disinfect](#) frequently touched surfaces at school and on school buses at least daily

and, as practicable, these surfaces should be cleaned and disinfected frequently throughout the day by trained custodial staff. Frequently touched surfaces in the school include, but are not limited to:

- a. Door handles
- b. Light switches
- c. Sink handles
- d. Bathroom surfaces
- e. Tables
- f. Student desks
- g. Chairs

- Custodial staff will follow a routine of daily disinfection in all areas with an emphasis on frequently touched surfaces. Staff who are trained on safe product use will also have access to disinfectant for optional cleaning.
- In accordance with CDC and California Department of Pesticide Regulation (CDPR) guidance, and in consultation with local public health officials, the district/school’s plan that includes:
 - A safe and correct application of disinfectants using personal protective equipment and ventilation recommended for cleaning.
 - Disinfecting surfaces between uses, such as: Desks and tables, chairs, seats on the bus, keyboards, phones and other frequently touched surfaces.
 - Disinfecting frequently—at least daily—high-touch surfaces, such as: Door handles, handrails, drinking fountains, sink handles, restroom surfaces, playground equipment, etc.
 - When choosing disinfecting products, using those approved for use against COVID-19 on the Environmental Protection Agency (EPA) List N: Disinfectants for Use Against SARS-CoV-2 and follow product instructions.

20. Buses should be thoroughly cleaned and disinfected daily and after transporting any individual who is exhibiting symptoms of COVID-19. Drivers should be provided disinfectant wipes (after safe product use training) and disposable gloves to support disinfection of frequently touched surfaces during the day.

- Determine maximum capacity for students of each vehicle while meeting 6-foot physical distancing objectives.
- Create a plan for seating based on maximum capacity determined above, and develop a plan for bus routes that accommodate the capacity limitations. Mark or block seats that must be left vacant. Sample seating options:
 - Option 1: Seat one student to a bench on both sides of the bus, skipping every other row
 - Option 2: Seat one student to a bench, alternating rows on each side to create a zigzag pattern on the bus.
 - Instruct students and parents to maintain 6-foot distancing at bus stops and while loading and unloading.
 - Seat students from the rear of the bus forward to prevent students from walking past each other. To prevent students from walking past one another, afternoon runs should be boarded based on the order in which students will be dropped off. (Students who get off first should board last and sit in the front.)
- Students will have a temperature check and health screening prior to boarding the bus.

21. Limit use and sharing of objects and equipment, such as toys, games, art supplies and playground equipment to the extent practicable. When shared use is allowed, clean and disinfect between uses.

- See section 7 Limit Sharing

22. When choosing disinfecting products, use those approved for use against COVID-19 on the [Environmental Protection Agency \(EPA\)-approved list “N”](#) and follow product instructions.

- a. To reduce the risk of asthma and other health effects related to disinfecting, programs should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid

or lactic acid) as recommended by the US EPA Design for Environment program.

- b. Avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
- c. Follow label directions for appropriate dilution rates and contact times. Provide workers training on the chemical hazards, manufacturer's directions, Cal/OSHA requirements for safe use, and as applicable and as required by the Healthy Schools Act.
- d. Custodial staff and any other workers who clean and disinfect the school site must be equipped with proper protective equipment, including gloves, eye protection, respiratory protection, and other appropriate protective equipment as required by the product instructions.
- e. All products must be kept out of children's reach and stored in a space with restricted access.
- f. Establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

- Current orders by the State of California require plans for "enhanced cleaning" as part of our reopening. As defined by the CDC, sanitation includes two components:
 - Cleaning is the removal of foreign material (e.g., soil, and organic material) from objects;
 - Disinfection means the thermal or chemical destruction of pathogenic and other types of microorganisms.
 - Additionally, more extensive disinfection of a room or area following known exposure to hazardous or infectious material is typically referred to as decontamination.
- Overall Cleanliness Standards. Schools must meet high cleanliness standards prior to reopening and maintain a high level during the school year.
- In accordance with CDC and California Department of Pesticide Regulation (CDPR) guidance, and in consultation with local public health officials, develop a plan that includes:
 - A safe and correct application of disinfectants using personal protective equipment and ventilation recommended for cleaning.
 - Disinfecting surfaces between uses, such as: Desks and tables, chairs, seats on bus, keyboards, phones, and other high touch surfaces.
 - Disinfecting frequently—at least daily—high-touch surfaces, such as: Door handles, handrails, drinking fountains, sink handles, restroom surfaces, playground equipment, etc.
 - When choosing disinfecting products, using those approved for use against COVID-19 on the Environmental Protection Agency (EPA) List N: Disinfectants for Use Against SARS-CoV-2 and follow product instructions.

23. Ensure safe and correct application of disinfectant and keep products away from students.

- All custodial and maintenance staff will be trained on safe and proper application of disinfectants.
- This training will be in partnership with the provider of the disinfectant, Waxie.
- All employees will have optional access to disinfection products, if trained on the proper and safe use of the disinfection product provided by the district.

24. Ensure proper ventilation during cleaning and disinfecting. Introduce fresh outdoor air as much as possible, for example, by opening windows where practicable. When cleaning, air out the space before children arrive; plan to do thorough cleaning when children are not present. If using air conditioning, use the setting that brings in outside air. Replace and check air filters and filtration systems to ensure optimal air quality.

- a. If opening windows poses a safety or health risk (e.g., by allowing pollen in or exacerbating asthma symptoms) to persons using the facility, consider alternatives. For example, maximize

central air filtration for HVAC systems (targeted filter rating of at least MERV 13).

- The district is working with campuses that have options to open windows in order to maximize fresh air in the classrooms, offices and common areas.
- The district will open all economizers to 100% in order to maximize fresh air intake to the classroom, office and common areas.
- For portable classrooms that have HVAC units that do not have economizers attached to the unit. The district will be installing portable air purification/scrubber units that have HEPA MERV 13 filters.
- The district has ordered MERV 13 filters for all HVAC units in the district.

25. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in classrooms, offices, and other spaces.

- The district will be increasing all HVAC units that have economizers to 100% fresh air intake in order to increase outside air and proper ventilation in classrooms, offices and common areas.
- The HVAC units that do not have economizers attached to the unit due to the age of the unit, this includes portable classrooms, will have air purification/scrubber units installed in order to clean the air in the portable classrooms.

26. [Take steps](#) to ensure that all water systems and features (for example, drinking fountains and decorative fountains) are safe to use after a prolonged facility shutdown to minimize the risk of [Legionnaires' disease](#) and other diseases associated with water.

- The district will be training all custodial staff and maintenance staff to start flushing the following water lines:
 - Toilets
 - Sinks
 - Water Faucets
 - Drinking Fountains

In order to minimize the risk of Legionnaires' disease and other diseases associated with water.

6. Implementing Distancing Inside and Outside the Classroom

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

27. During arrival and departure:

- a. Maximize space between students and between students and the driver on school buses and open windows to the greatest extent practicable.
- b. Minimize contact at school between students, staff, families, and the community at the beginning and end of the school day. Prioritize minimizing contact between adults at all times.
- c. Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
- d. Designate routes for entry and exit, using as many entrances as feasible. Put in place other

protocols to limit direct contact with others as much as practicable.

- e. Implement health screenings of students and staff upon arrival at school.
- f. Ensure each bus is equipped with extra unused face coverings on school buses for students who may have inadvertently failed to bring one.

- Limit entrance point to 2-3 per school or building
- At least, 2 staff members doing temperature checks per school point of entry
 - Staff will be wearing PPE
- Signage on the ground, around the building and outside areas remind students where to stand to comply with social distancing
- Entry and Dismissal times will be staggered to limit the amount of students entering campus and to allow for screening
- Elementary school students will be supervised as they enter the school and walk directly to their classroom and take their assigned seat.
- Social distancing markers will be placed on the bus stop
- Before going on the bus, bus driver will check the students' temperatures
- Students will enter buses with masks on. Bus drivers will have extra masks on hand. Social distancing measures will be in place on buses and encouraged at bus stops. A limited number of students will be placed on a bus based on social distance and bus capacity ratios.

28. In-classroom spaces:

- a. To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch. Keep the same students and teacher or staff with each group, to the greatest extent practicable.
- b. Prioritize the use and maximization of outdoor space for activities where practicable.
- c. Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day. In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
- d. Maximize space between seating and desks. Distance teacher and other staff desks at least 6 feet away from student desks. Consider ways to establish separation of students through other means if practicable, such as, 6 feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing, or arranging desks in a way that minimizes face-to-face contact.
- e. Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- f. Staff should develop instructions for maximizing spacing and ways to minimize movement in both indoor and outdoor spaces that are easy for students to understand and are developmentally appropriate.
- g. Activities where there is increased likelihood for transmission from contaminated exhaled droplets, such as band and choir practice and performances, are not permitted.
- h. Activities that involve singing must only take place outdoors.
- i. Implement procedures for turning in assignments to minimize contact.
- j. Consider using privacy boards or clear screens to increase and enforce separation between staff and students.
 - Areas that will have privacy boards include:
 - Offices, classroom teacher desks and other instructional spaces and restrooms
 - Supervision in common areas will include the following practices:
 - Bathrooms: Staff will send students utilizing both bathroom permission and will establish a frequent bathroom routine. There will be monitoring by supervision staff. No bathroom passes will be handed back and forth when students leave for bathrooms.

- Signs and markings will be posted to direct students on hygiene and social distancing. Bathrooms will be disinfected as a high priority scheduled by each district and school custodial team.
- Locker rooms: Lockers will be assigned to maximize spacing between students and staff will be supervising areas from safe distances to ensure students are moving quickly into and out of locker rooms. Disinfection of locker rooms will be a high priority for frequent cleaning.
- While students are exiting the campus: Classes are dismissed at staggered times to provide for social distancing
- School buses: Students will enter buses with masks on. Bus drivers will have extra masks on hand. Social distancing measures will be in place on buses and at bus stops. A limited number of students will be placed on a bus based on social distance and bus capacity ratios.
- Before- and after-school programs: When implemented, all programs will follow school safety procedures.
- Extracurricular and co-curricular programs: Extracurricular activities could possibly be through a virtual platform based on the decision of the program's advisor.
- In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the district /school shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements. Signs with instructions will be posted around school campuses and explained to all students. Areas for recess and lunches will be designated to ensure social distancing.
- Students will be scheduled in classes that reflect one student cohort grouping. This will prevent additional students from interacting throughout the modified school day. Rotation of student groups through middle school classes will be limited and/or a block schedule with rotating teachers may be considered.
- Classroom furniture and spaces including teacher areas, will be measured and arranged to maximize social distancing.

29. In non-classroom spaces:

- a. Limit nonessential visitors, volunteers, and activities involving other groups at the same time.
 - b. Limit communal activities where practicable. Alternatively, stagger use, properly space occupants and disinfect in between uses.
 - c. Consider use of non-classroom space for instruction, including regular use of outdoor space, weather permitting. For example, consider part-day instruction outside.
 - d. Minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, create staggered passing times when necessary or when students cannot stay in one room and create guidelines on the floor that students can follow to enable physical distancing while passing. In addition, schools can consider eliminating the use of lockers and moving to block scheduling, which supports the creation of cohort groups and reduces changes of classrooms.
 - e. Serve meals outdoors or in classrooms instead of cafeterias or group dining rooms where practicable. Where cafeterias or group dining rooms must be used, keep students together in their cohort groups, ensure physical distancing, and consider assigned seating. Serve individually plated or bagged meals. Avoid sharing of foods and utensils and buffet or family-style meals.
 - f. Consider holding recess activities in separated areas designated by class.
- Directional signs will be in place to guide students in one-way movement throughout all campuses.
 - Recess times will be staggered to minimize amount of students in the playground at one time
 - Each teacher will take their own class to their assigned area

- Students will also stay with their own class during lunch time
- Use of the school cafeteria (multipurpose rooms) will be limited
- Prepared lunch bags will be brought to the classrooms

30. For sports and extracurricular activities: (Updated August 3, 2020)

- Outdoor and indoor sporting events, assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating are not permitted at this time. For example, tournaments, events, or competitions, regardless of whether teams are from the same school or from different schools, counties, or states are not permitted at this time.
- Youth sports and physical education are permitted only when the following can be maintained: (1) physical distancing of at least six feet; and (2) a stable cohort, such as a class, that limits the risks of transmission (see CDC Guidance on Schools and Cohorting). Activities should take place outside to the maximum extent practicable.
- For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and ONLY where physical distancing can be maintained. Conditioning and training should focus on individual skill building (e.g., running drills and body weight resistance training) and should take place outside, where practicable. Indoor physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.
- Avoid equipment sharing, and if unavoidable, clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.
- Consistent with guidance for gyms and fitness facilities, cloth face coverings must be worn during indoor physical conditioning and training or physical education classes (except when showering). Activities that require heavy exertion should be conducted outside in a physically distanced manner without face coverings. Activities conducted inside should be those that do not require heavy exertion and can be done with a face covering. Players should take a break from exercise if any difficulty in breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.
- Youth sports programs and schools should provide information to parents or guardians regarding this and related guidance, along with the safety measures that will be in place in these settings with which parents or guardians must comply.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted.

- Physical Education will take place virtually
- There won't be after school sports until approved by the California Department of Public Health

7. Limit Sharing

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

30. Keep each child's belongings separated and in individually labeled storage containers, cubbies, or areas. Ensure belongings are taken home each day to be cleaned.

- District will order plastic boxes as well as school supplies for all students
- Students will only use the supplies assigned
- Students will have a school supply box (e.g., crayons, pencil, makers, counters, etc)
- Students will be provided materials for at home use during distance learning
- Teachers will have adequate supplies to replenish and replace materials as necessary to eliminate the necessity of sharing materials

31. Ensure adequate supplies to minimize sharing of high-touch materials (art supplies, equipment, etc.) to the extent practicable or limit use of supplies and equipment to one group of children at a time and clean and disinfect between uses.

- Teachers will have adequate supplies to replenish and replace materials as necessary to eliminate the necessity of sharing materials
- Designated areas for each cohort during recess and lunch play in each area
- Shared equipment and furniture will be disinfected in between each new cohort that uses the area.
- SpEd Restrooms:
- Maintain a protocol for individuals to clean restrooms surfaces after each use in SpEd classes that have HCA (Health Care Assistant) support, include a log in each area to indicate that the procedure has been followed to include date, time, person who has sanitized the restroom.

32. Avoid sharing electronic devices, clothing, toys, books, and other games or learning aids as much as practicable. Where sharing occurs, clean and disinfect between uses.

- Students will have a device specifically checked out to them, so they will not need to share electronics
- Each device will go home daily to be cleaned/disinfected with the students other belongings
- Students will be assigned all of their own materials for learning and activity time
- If materials are rotated on a scheduled basis, they will be collected and disinfected before a different student is allowed to "check-out" the materials for their use

8 Train All Staff and Educate Families

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

33. Train all staff and provide educational materials to families in the following safety actions:

- a. Enhanced sanitation practices
- b. Physical distancing guidelines and their importance
- c. [Proper use, removal, and washing of face coverings](#)
- d. Screening practices
- e. How COVID-19 is spread
- f. COVID-19 specific [symptom](#) identification
- g. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
- h. For workers, COVID-19 specific [symptom](#) identification and when to seek medical attention
- i. The employer's plan and procedures to follow when children or adults become sick at school.
- j. The employer's plan and procedures to protect workers from COVID-19 illness.

Training Staff During Welcome Back Event

- Staff will be trained on the proper use, removal and washing of face coverings
- Procedures upon entering school sites and district office
- Sanitation Practices
- Screening Practices

Training Parents and Community

- Identify and create platforms to communicate to all district participants and stakeholders (students, parents, staff, community, community based organizations)
- Safety and preventative measures
- Communicate preventative measures (at home and school)
- Safety measures to access school campuses
- On site practices during school days
- Video: showing all aspects of the school day (classroom setup, meals, safety measures, maintenance)
- Develop a dedicated hotline and district webpage landing spot for school reopening key information which includes answers to common questions. All staff will be able to direct the public to the hotline and website landing spot for the latest updates.
- All printed materials will be consistent across the district

34 Consider conducting the training and education virtually, or, if in person, ensure a minimum of 6-foot distancing is maintained.

- Trainings referenced in the previous section will take place virtually

9 Check for Signs and Symptoms

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

35 Prevent discrimination against students who (or whose families) were or are diagnosed with COVID-19 or who are perceived to be a COVID-19 risk.

Refer to Board Policy 0410 Non Discrimination in District Programs and Activities

The Board of Education is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

36 Actively encourage staff and students who are sick or who have recently had [close contact](#) with a person with COVID-19 to stay home. Develop policies that encourage sick staff and students to stay at home without fear of reprisal, and ensure staff, students and students' families are aware of these policies.

37 Implement screening and other procedures for all staff and students entering the facility.

- At least three school points of entry. At least, 2 staff members doing temperature checks per school point of entry. Staff will be wearing PPE. Social Distancing markers will be placed at each point of entry.
- Students (visual wellness checks and temperature checks with no touch thermometer and/or

thermoscanners & ask about COVID- 19 symptoms

- If a student has 100 (or higher) temperature:
 - If parent is present, student will be released to parent
 - If parent is NOT present, student will be taken to a designated area on campus
 - Staff will contact parent via phone
 - Parent will pick up student
 - If no response, student will wait in designated area
- Designated area will be established at each site to provide supervision and privacy for the student

38 Conduct visual wellness checks of all students or establish procedures for parents to monitor at home. If checking temperatures, use a no-touch thermometer.

- See previous section

39 Ask all individuals if they or anyone in their home is exhibiting [COVID-19 symptoms](#).

- See previous section

40 Make available and encourage use of hand-washing stations or hand sanitizer.

- District and schools will include hand washing in the daily schedule
- Hand washing stations will be placed in areas where sinks are not available
- Hand sanitizer will be available in all classrooms and offices

41 Document/track incidents of possible exposure and notify local health officials, staff, and families immediately of any exposure to a positive case of COVID-19 at school while maintaining confidentiality, as required under FERPA and state law related to privacy of educational records. Additional guidance can be found [here](#). As noted in Section 11 below, the staff liaison can serve a coordinating role to ensure prompt and responsible notification.

- Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department.
- All persons who may have come in contact with the infected individual shall be notified through the County Public Health Department. If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14) day quarantine.
- The district will determine to stop in-person instruction with guidance of the California Department of Public Health if multiple cohorts within the school have confirmed cases or once more than 5% of the school's population has tested positive. A classroom cohort must stop in-person instruction if there is a confirmed case within the cohort. In-person instruction will stop if 25% of schools are closed within a 14-day period.

42 If a student is exhibiting symptoms of COVID-19, staff should communicate with the parent/caregiver and refer to the student's health history form and/or emergency card.

- When a person is identified as having symptoms, they will be safely guided to an isolation room which will ensure protection for all people inside the isolation room.
- People inside the isolation room will wear either surgical masks or N-95 masks. The room will also have

protection in place such as plexiglass and face shields.

- Staff will communicate with the person to ensure safe transport home.
- Staff will also inform the guardians and the person of the CDC criteria to return to school.
- In the event of an identified health emergency, health staff or school administration will call 9-1-1.
- The isolation area will then be sanitized with specialized COVID-19 disinfection products after everyone has been released from the area.
- While on home isolation, the student will have access to instruction through our distance learning platforms.

43 Monitor staff and students throughout the day for signs of illness; send home students and staff with a fever of 100 degrees (per San Diego County public health order) or higher, cough, or other [COVID-19 symptoms](#).

- Students and staff will be screened for symptoms and temperature daily. Those demonstrating symptoms will be isolated and transported safely home to quarantine.
- Those with symptoms will be monitored through the school's health office.
- SYSD schools will communicate potential cases with the County Health Department.

44 Policies should not penalize students and families for missing class.

- Along with privacy measures, students and families will receive training videos and opportunities to better understand the ongoing challenges with COVID-19 including working together as a community and demonstrating empathy on and off campus.

10 . Plan for When a Staff Member, Child or Visitor Becomes Sick

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

45 Work with school administrators, nurses, and other healthcare providers to identify an isolation room or area to separate anyone who exhibits symptoms of COVID-19.

- Through the health screening form, staff will self-report symptoms to their supervisor and the Human Resources Department.
- Staff will utilize the Families First Coronavirus Relief Act (FFCRA) for COVID-19 related absences. If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a **fourteen (14) day quarantine**.

46 Any students or staff exhibiting symptoms should immediately be required to wear a face covering and be required to wait in an isolation area until they can be transported home or to a healthcare facility, as soon as practicable.

47 Establish procedures to arrange for safe transport home or to a healthcare facility, as appropriate, when an individual is exhibiting COVID-19 symptoms:

- a. Fever
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Chills
- e. Repeated shaking with chills

- f. Fatigue
- g. Muscle pain
- h. Headache
- i. Sore throat
- j. Congestion or runny nose
- k. Nausea or vomiting
- l. Diarrhea
- m. New loss of taste or smell

- When a person is identified as having symptoms, they will be safely guided to an isolation room which will ensure protection for all people inside the isolation room
- People inside the isolation room will wear surgical or N-95 masks. The room will also have protection in place such as plexiglass and face shields. Staff will communicate with the person to ensure safe transport home.
- Staff will also inform the guardians and the person of the state and/or county health department criteria to return to school
- In the event of an identified health emergency, health staff or school administration will call 9-1-1
- The isolation area will then be sanitized with specialized Covid products after everyone has been released from the area. While on home isolation, the student will have access to instruction through our distance learning platforms.

48 For serious injury or illness, call 9-1-1 without delay. Seek medical attention if COVID-19 symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on [CDC's webpage](#).

49 Notify local health officials immediately of any positive case of COVID-19, and exposed staff and families as relevant while maintaining confidentiality as required by state and federal laws. Additional guidance can be found [here](#).

- Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department

50 Close off areas used by any individual suspected of being infected with the virus that causes COVID-19 and do not use before cleaning and disinfection. To reduce risk of exposure, wait 24 hours before you [clean and disinfect](#). If it is not possible to wait 24 hours, wait as long as practicable. Ensure a [safe and correct application](#) of disinfectants using personal protective equipment and ventilation recommended for cleaning. Keep disinfectant products away from students.

See previous section

51 Advise sick staff members and students not to return until they have met CDC criteria to discontinue [home isolation](#), including at least three days with no fever, symptoms have improved and at least 10 days since symptoms first appeared.

See previous section

52 Ensure that students, including students with disabilities, have access to instruction when out of class, as required by federal and state law.

- While out of class all students, including students with disabilities will have access to the district’s Distance Learning Academy

53 Schools should offer distance learning based on the unique circumstances of each student who would be put at-risk by an in-person instructional model. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or are otherwise identified as “at-risk” by the parents or guardian, are students whose circumstances merit offering distance learning

54 Implement the necessary processes and protocols when a school has an outbreak, in accordance with [CDPH guidelines](#).

- A school will adhere to the state and county health department guidelines if a school related outbreak occurs.
- Students and staff will be screened for symptoms and temperature daily. Those demonstrating symptoms will be isolated and transported safely home to quarantine. Those with symptoms will be monitored through the school’s health office. SYSD schools will communicate potential cases with the County Health Department.

55 Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection. Update protocols as needed to prevent further cases.

See previous section

56 Update protocols as needed to prevent further cases. See the CDPH guidelines, [Responding to COVID-19 in the Workplace](#), which are incorporated into this guidance and contain detailed recommendations for establishing a plan to identify cases, communicating with workers and other exposed persons, and conducting and assisting with contact tracing.

11. Maintain Healthy Operations

The school’s plan to address each provision from the “COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs” follows each of those described below.

57 The district has plans that describe how it will:

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records. Additional guidance can be found here.
- Consult with local health departments if routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

12 Considerations for Reopening and Partial or Total Closures

The school's plan to address each provision from the "COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs" follows each of those described below.

58 Check state and local orders and the health department notices daily about transmission in the area or closures and adjust operations accordingly.

- The District will monitor and incorporate the guidance communicated through the County Health Department and any Executive Order impacting school closures.

59. When a student, teacher, or staff member tests positive for COVID-19 and had exposed others at the school, refer to the [CDPH Framework for K-12 Schools](#), and implement the following steps:

- a. In consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.
- b. Close off the classroom or office where the patient was based and do not use these areas until after cleaning and disinfection. Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible.
- c. Additional areas of the school visited by the COVID-19 positive individual may also need to be closed temporarily for cleaning and disinfection.
- d. Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff, and the community.
- e. Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools. See [additional information on government programs supporting sick leave and worker's compensation for COVID-19](#), including worker's sick leave rights under [the Families First Coronavirus Response Act](#) and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the [Governor's Executive Order N-62-20](#), while that Order is in effect.
- f. Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- g. Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
- h. Maintain regular communications with the local public health department.
 - Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department. All persons who may have come in contact with the infected individual shall be notified through the County Public Health Department.
 - If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a **fourteen (14) day quarantine** after the last date the positive case was present at school.
 - A classroom cohort must stop in-person instruction if there is a confirmed case within the cohort.
 - Disinfection and cleaning of office, classroom and primary spaces where case spent significant time are necessary before those spaces can be used again
 - A school will stop in-person instruction with guidance from the California Department of Public Health if multiple cohorts within the district or school have confirmed cases or more than 5% of the school's population has tested positive.
 - Schools may typically reopen after **14 days** and the following have occurred:
 - Cleaning and disinfection
 - Public health investigation
 - Consultation with the local public health department
 - In-person instruction will stop for the entire district if 25% of schools are closed within a 14-day period.
 - Districts may typically reopen after **14 days**, in consultation with the local public health department.

- In the event of a closure the appropriate parents and staff will be contacted to provide reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If schools close, the District will develop a plan to provide for the continuity of education, including how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.

The following signatures attests that the information provided above is true and correct.

Signature:

Date:

Name:

Executive Director of Human
Resources or School Principal

Schools that are part of a school district, charter school system, or private school system must also include the signature of the superintendent or chief executive.

Signature:

Date:

Name:

Title:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) - STATEMENT 75 REPORT FOR FISCAL YEAR 2019-20

BACKGROUND INFORMATION:

Governing Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the the San Ysidro School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2020 (measured at June 30, 2019). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

The GASB Statement No. 75 report is being presented to the Board as "information only". No approval is required. Report is under separate cover. *(A representative from Nyhart Company will be present to answer any questions from the Governing Board.)*

RECOMMENDATION:
Information Only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



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part of FuturePlan by Ascensus®

San Ysidro School District

Nyhart Actuary & Employee Benefits

530 B Street, Ste. 900, San Diego, CA 92101
(619) 239-0831 – www.nyhart.com

GASB No. 75 ACTUARIAL VALUATION
Fiscal Year Ending June 30, 2020
(Measured at June 30, 2019)

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Ms. Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

6/30/2020

This report summarizes the GASB actuarial valuation for the San Ysidro School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2020 (measured at June 30, 2019). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period and roll-forward techniques); and changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.

A handwritten signature in black ink, appearing to read 'S Datta', with a stylized flourish extending to the right.

Suraj Datta, ASA, MAAA, MBA
Consulting Actuary

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Valuation Results Summary

As of Valuation Date: June 30, 2019

	Certificated	Classified	Management	Total
Present Value of Employer Contributions				
Actives	\$ 13,233,364	\$ 9,486,823	\$ 1,204,213	\$ 23,924,400
Retirees	847,799	1,019,999	121,007	1,988,805
Total	\$ 14,081,163	\$ 10,506,822	\$ 1,325,220	\$ 25,913,205
<i>Portion due to Explicit Subsidy</i>	<i>\$ 7,914,187</i>	<i>\$ 5,802,620</i>	<i>\$ 684,352</i>	<i>\$ 14,401,159</i>

Total (Accrued) OPEB Liability				
Actives	\$ 8,589,536	\$ 5,819,640	\$ 621,234	\$ 15,030,410
Retirees	847,799	1,019,999	121,006	1,988,804
Total	\$ 9,437,335	\$ 6,839,639	\$ 742,240	\$ 17,019,214
<i>Portion due to Explicit Subsidy</i>	<i>\$ 5,302,308</i>	<i>\$ 3,779,285</i>	<i>\$ 410,360</i>	<i>\$ 9,491,953</i>

	Explicit	Implicit	Total
Projected Employer Contributions			
2020	\$ 359,620	\$ 243,286	\$ 602,906
2021	411,883	290,660	702,543
2022	478,208	354,008	832,216
2023	547,024	419,215	966,239
2024	577,358	444,415	1,021,773
2025	677,449	524,086	1,201,535
2026	716,310	563,610	1,279,920
2027	723,130	571,055	1,294,185
2028	721,940	587,208	1,309,148
2029	772,172	625,787	1,397,959

Actuarial Assumptions as of Valuation Date

Inflation	2.75%
Salary increases	3.00%
Discount rate	3.15%

Plan Membership

Inactive plan members or beneficiaries currently receiving benefits	35
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	466
	501

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
GASB 75 Summary

Net OPEB Liability

The components of the Net OPEB Liability at June 30,

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Total OPEB Liability	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634
Plan fiduciary net position	0	0	0
Net OPEB Liability	<u>\$ 17,019,214</u>	<u>\$ 15,092,409</u>	<u>\$ 14,463,634</u>
Plan fiduciary net position as a % of the Total OPEB Liability	0.00%	0.00%	0.00%
OPEB Expense for the Fiscal Year Ended June 30,	\$ 1,348,578	\$ 1,175,731	\$ 1,144,342

Actuarial Assumptions

The Total OPEB Liability was determined using the following actuarial assumptions.

Inflation	2.75%	2.75%	2.75%
Salary increases	3.00%	3.00%	3.00%
Discount rate	3.15%	3.50%	3.40%

Plan Membership

The Total OPEB Liability was determined based on the plan membership as of June 30,

	<u>2019</u>	<u>2017</u>	<u>2017</u>
Inactive plan members or beneficiaries currently receiving benefits	35	40	40
Inactive plan members entitled to but not yet receiving benefits	0	0	0
Active plan members	<u>466</u>	<u>462</u>	<u>462</u>
	501	502	502

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Statement of Changes in Fiduciary Net Position

Additions	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>June 30, 2017</u>
Contributions:			
Employer	\$ 470,127	\$ 431,726	\$ 411,168
Member	0	0	0
Nonemployer Contributing Entity	0	0	0
Total contributions	<u>\$ 470,127</u>	<u>\$ 431,726</u>	<u>\$ 411,168</u>
Investment income:			
Net increase in fair value of investments	\$ 0	\$ 0	\$ 0
Interest and dividends	0	0	0
Less investment expense, other than from securities lending	0	0	0
Net income other than from securities lending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Securities lending income	0	0	0
Less securities lending expense	0	0	0
Net income from securities lending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Net investment income	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Other	0	0	0
Total additions	<u>\$ 470,127</u>	<u>\$ 431,726</u>	<u>\$ 411,168</u>
Deductions			
Benefit payments	\$ 470,127	\$ 431,726	\$ 411,168
Administrative expense	0	0	0
Other expense	0	0	0
Total deductions	<u>\$ 470,127</u>	<u>\$ 431,726</u>	<u>\$ 411,168</u>
Net increase in net position	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Net position restricted for OPEB			
Beginning of year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
End of year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Note: The OPEB plan is unfunded and there are no plan assets. The employer contributions reflect the estimated direct payments for benefits.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Schedule of Changes in Net OPEB Liability and Related Ratios

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Total OPEB Liability			
Service cost	\$ 691,833	\$ 684,496	\$ 661,989
Interest	544,221	507,697	482,353
Changes of benefit terms	0	0	0
Differences between expected and actual experience	570,501	0	0
Changes of assumptions	590,377	(131,692)	0
Benefit payments, including refunds of member contributions	(470,127)	(431,726)	(411,168)
Net change in Total OPEB Liability	<u>1,926,805</u>	<u>628,775</u>	<u>733,174</u>
Total OPEB Liability - beginning	<u>15,092,409</u>	<u>14,463,634</u>	<u>13,730,460</u>
Total OPEB Liability - ending (a)	<u>\$ 17,019,214</u>	<u>\$ 15,092,409</u>	<u>\$ 14,463,634</u>
Plan fiduciary net position			
Contributions - employer	\$ 470,127	\$ 431,726	\$ 411,168
Contributions - member	0	0	0
Contributions - nonemployer contributing member	0	0	0
Net investment income	0	0	0
Benefit payments, including refunds of member contributions	(470,127)	(431,726)	(411,168)
Administrative expenses	0	0	0
Other expense	0	0	0
Net change in plan fiduciary net position	<u>\$ 0</u>	<u>0</u>	<u>\$ 0</u>
Plan fiduciary net position - beginning	<u>0</u>	<u>0</u>	<u>0</u>
Plan fiduciary net position - ending (b)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Net OPEB Liability - ending (a) - (b)	<u>\$ 17,019,214</u>	<u>\$ 15,092,409</u>	<u>\$ 14,463,634</u>
Plan fiduciary net position as a percentage of the total OPEB liability	0.0%	0.0%	0.0%
Covered - employee payroll	\$ 32,931,260	\$ 30,005,000	\$ 30,005,000
Net OPEB Liability as percentage of covered-employee payroll	51.7%	50.3%	48.2%

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
OPEB Expense

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Service cost	\$ 691,833	\$ 684,496	\$ 661,989
Interest on Total OPEB Liability	544,221	507,697	482,353
Projected earnings on OPEB plan investments	0	0	0
Reduction for contributions from active employees	0	0	0
OPEB plan administrative expense	0	0	0
Changes of benefit terms	0	0	0
Other changes	0	0	0
Current period recognition of deferred outflows/(inflows) of resources			
Differences between Expected & Actual Experience in measurement of the Total OPEB Liability	63,389	0	0
Changes of assumptions	49,135	(16,462)	0
Differences between Projected & Actual Earnings on OPEB Plan Investments	0	0	0
Annual OPEB Expense	<u>\$ 1,348,578</u>	<u>\$ 1,175,731</u>	<u>\$ 1,144,342</u>

Retiree Health Plan

GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Differences between expected and actuarial experience in measurement of the Total OPEB Liability for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2019 Balance
June 30, 2019	\$ 570,501	9	\$ 63,389	\$ 507,112
June 30, 2018	0	8	0	0
Total			\$ 63,389	\$ 507,112

Changes of assumptions for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2019 Balance
June 30, 2019	\$ 590,377	9	\$ 65,597	\$ 524,780
June 30, 2018	(131,692)	8	(16,462)	(98,768)
Total			\$ 49,135	\$ 426,012

Differences between projected and actual earnings on OPEB plan investments for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2019 Balance
June 30, 2019	\$ 0	5	\$ 0	\$ 0
June 30, 2018	0	5	0	0
Total			\$ 0	\$ 0

The balances as of June 30, 2019 of the deferred outflows/(inflows) of resources will be recognized in OPEB expense for the period ending June 30,

2020	\$	112,524
2021	\$	112,524
2022	\$	112,524
2023	\$	112,524
2024	\$	112,524
Thereafter	\$	370,504

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Net OPEB Liability Sensitivity

Discount rate

The discount rate used to measure the Total OPEB Liability is 3.15%.

Sensitivity of the Net OPEB Liability to changes in the discount rate

The following presents the Net OPEB Liability, calculated using the discount rate of 3.15%, as well as what the Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.15%) or 1-percentage-point higher (4.15%) than the current rate:

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

Sensitivity of the Net OPEB Liability to changes in healthcare cost trend rates

	1% Decrease (5.50% decreasing to 4.00%)	Current Healthcare Cost Trend Rates (6.50% decreasing to 5.00%)	1% Increase (7.50% decreasing to 6.00%)
Net OPEB Liability	\$ 15,209,749	\$ 17,019,214	\$ 19,114,380

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Schedule of Contributions

This schedule is not required for unfunded OPEB plans.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Valuation Data

The valuation was based on the census furnished to us by the District. The following tables display the age distribution for retirees and the age/service distribution for active employees as of the Valuation Date.

Age Distribution of Eligible Retired Participants & Beneficiaries

	Certificated	Classified	Management	All Retirees
<55	0	0	0	0
55-59	3	8	1	12
60-64	13	9	1	23
65+	0	0	0	0
Total:	16	17	2	35
Average Age:	60.9	60.1	61.6	60.5
Average Retirement Age:	58.4	59.1	55.7	58.6

Age/Service Distribution of All Active Benefit Eligible Employees

Age	Service									Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	
20-24	0									0
25-29	32	2	1							35
30-34	29	4	6	1						40
35-39	20	6	22	8						56
40-44	16	6	18	31	16					87
45-49	18	4	7	25	23	5				82
50-54	13	2	9	19	21	14	2			80
55-59	8	3	3	13	22	6	9			64
60-64	1	0	3	4	4	2	2	0	1	17
65-69	0	0	1	2	1	0	0	0	0	4
70+	0	0	0	1	0	0	0	0	0	1
Total:	137	27	70	104	87	27	13	0	1	466
Average Age:			45.5							
Average Service:			13.6							
Average Hire Age:			31.9							

Note: The above data excludes 5 Board Members also included in the valuation.

Age/Service Distribution of All Eligible Certificated Employees

Age	Service									Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	
20-24	0									0
25-29	17									17
30-34	16	2								18
35-39	8	5	13	3						29
40-44	6	3	11	22	9					51
45-49	7	3	1	20	19	2				52
50-54	3	1	1	5	12	12				34
55-59	4	0	1	3	11	4	6			29
60-64	0	0	1	1	1	2	1	0	1	7
65-69	0	0	0	2	0	0	0	0	0	2
70+	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total:	61	14	28	57	52	20	7	0	1	240
Average Age:			45.2							
Average Service:			15.0							
Average Hire Age:			30.2							

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Valuation Data

Age/Service Distribution of All Eligible Classified Employees

Age	Service									Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	
20-24	0									0
25-29	13	2	1							16
30-34	10	2	6	1						19
35-39	10	1	8	5						24
40-44	8	3	7	9	6					33
45-49	3	1	6	5	3	2				20
50-54	8	1	8	14	6	2	1			40
55-59	1	3	2	10	11	1	2			30
60-64	1	0	2	3	3	0	1	0		10
65-69	0	0	1	0	1	0	0	0	0	2
70+	<u>0</u>									
Total:	54	13	41	47	30	5	4	0	0	194
Average Age:			45.7							
Average Service:			12.7							
Average Hire Age:			33.0							

**Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Valuation Data**

Age/Service Distribution of All Eligible Management Employees

Age	Service									Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	
20-24	0									0
25-29	2	0								2
30-34	3	0								3
35-39	2	0	1							3
40-44	2	0	0	0	1					3
45-49	8	0	0	0	1	1				10
50-54	2	0	0	0	3	0	1			6
55-59	3	0	0	0	0	1	1			5
60-64	0	0	0	0	0	0	0	0	0	0
65-69	0	0	0	0	0	0	0	0	0	0
70+	<u>0</u>									
Total:	22	0	1	0	5	2	2	0	0	32
Average Age:			46.3							
Average Service:			8.6							
Average Hire Age:			37.7							

Note: The above data excludes 5 Board Members also included in the valuation.

This study analyzes the postretirement health benefit plans provided by the District. The postretirement health plans and the District's obligation vary by employee group as described below.

Certificated Employees

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

Classified Employees

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

Management/Confidential/Supervisory Employees

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

Board Members

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

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Benefit Plan Provisions

Premium Rates

For its medical coverage, the District participates in the California Schools VEBA which is considered a community-rated plan. Premium rates may vary by coverage tier and Medicare eligibility. The following table summarizes the current monthly medical premiums which represent the full cost of coverage for the retiree. The District pays the cost of retiree only coverage for the plan in which the retiree is enrolled. All premiums are effective for the calendar year.

2019 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 593.00	\$1,170.00
United Healthcare HMO Network 1	\$ 727.00	\$1,425.00
United Healthcare HMO Network 2	\$ 981.00	\$1,928.00
SIMNSA	\$ 231.00	\$ 405.00

2019 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 606.00	\$1,197.00
United Healthcare HMO Network 1	\$ 726.00	\$1,423.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 231.00	\$ 405.00

2020 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 618.00	\$1,219.00
United Healthcare HMO Network 1	\$ 739.00	\$1,448.00
United Healthcare HMO Network 2	\$1,004.00	\$1,972.00
SIMNSA	\$ 241.00	\$ 421.00

2020 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 632.00	\$1,247.00
United Healthcare HMO Network 1	\$ 738.00	\$1,446.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 241.00	\$ 421.00

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

- Fiscal Year: July 1st to June 30th
- Valuation Date: June 30, 2019
- Measurement Date: June 30, 2019 for FYE2020
- Funding Policy: Pay-as-you-go funding
- Discount Rate: 3.15% per annum. This discount rate is the average, rounded to 5 basis points, of the range of 3-20 year municipal bond rate indices: S&P Municipal Bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO index, Fidelity GO AA 20 Year Bond Index.
[The discount rate as of the June 30, 2018 measurement date was 3.50%.]
- Inflation: 2.80% per annum
- Salary Increases: 3.0% per annum, in aggregate
- Pre-retirement Turnover: According to the Crocker-Sarason T-5 turnover table less mortality. Sample rates are as follows:

Age	Males	Females
20	7.9%	7.9%
25	7.7	7.7
30	7.2	7.2
35	6.3	6.3
40	5.2	5.2
45	4.0	4.0
50	2.6	2.6
55	0.9	0.9

- Mortality Rates: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2019 for non-Certificated employees
 SOA Pub-2010 Teachers Headcount Weighted Mortality Table fully generational using Scale MP-2019 for Certificated employees
 SOA Pub-2010 Continuing Survivors Headcount Weighted Mortality Table fully generational using Scale MP-2019
[Rates have been updated from the 6/30/2017 CalPERS pension valuation and the 6/30/2015 California State Teachers Retirement System (STRS) pension valuation.]

Retirement Rates:

Age	Percent Retiring*	
	Classic	PEPRA
55	25.0%	20.0%
56	10.0%	7.5%
57-58	10.0%	10.0%
59-60	15.0%	15.0%
61	20.0%	15.0%
62	35.0%	25.0%
63	35.0%	25.0%
64	35.0%	25.0%
65	45.0%	35.0%
66-69	35.0%	30.0%
70	100.0%	100.0%

* Of those having met eligibility to receive District pension paid benefits. The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year. PERS employees are also assumed to retire at rates of 2% per year from age 50 to 55.

Retirement Eligibility Age: The earliest retirement age assumed for employees who participate in STRS is age 55. The earliest retirement age assumed for employees who participate in PERS is age 50. The earliest retirement age assumed for employees participating in PERS and subject to the PEPRA benefit formula is age 52.

Participation Rates: 95% of eligible active employees meeting eligibility requirements at retirement are assumed to elect retiree health coverage. Of those electing coverage approximately 40% are assumed to elect the United Healthcare HMO Network 1 Plan and 60% the Kaiser HMO Plan.

Spouse Coverage: 85% of eligible active employees are assumed to be married. 25% of these employees are assumed to elect coverage for their spouse. Male spouses are assumed to be the same as female spouses. Actual spouse coverage and spouse ages are used for current retirees.

Dependent Coverage: Non-Spouse dependent coverage is paid entirely by the retiree and is not explicitly valued.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Actuarial Assumptions and Methods

Claim Cost Development:

The valuation claim costs are based on the premiums paid for medical insurance coverage. The valuation was based on the medical premiums furnished by the District. The District participates in the California Schools VEBA which was considered a community-rated plan. An implicit rate subsidy can exist when the non-Medicare rates for retirees are the same as for active employees. Since non-Medicare eligible retirees are typically much older than active employees, their actual medical costs are typically higher than for active employees. The current valuation contains an estimate of the implicit rate subsidy. Sample annual costs used in the valuation are provided in the following table:

Age	Kaiser HMO \$10	United Healthcare HMO Network 1	United Healthcare HMO Network 2	SIMNSA
50-54	\$ 8,463	\$10,008	\$13,570	\$3,227
55-59	\$10,256	\$12,128	\$16,444	\$3,910
60-64	\$12,945	\$15,307	\$20,755	\$4,935

Medical Trend Rates:

The current medical costs are assumed to increase at the following trend rates:

Year	Trend
2019	6.50%
2020	6.25%
2021	6.00%
2022	5.75%
2023	5.50%
2024	5.25%
2025	5.00%
2026	4.75%
2027+	4.50%

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at June 30, 2019)
Actuarial Assumptions and Methods

Actuarial Cost Method: The actuarial cost method used to determine the allocation of the retiree health actuarial liability to the past (accrued), current and future periods is the Entry Age Normal (EAN) cost method. The EAN cost method is a projected benefit cost method which means the “cost” is based on the projected benefit expected to be paid at retirement.

The EAN normal cost equals the level annual amount of contribution from the employee’s date of hire (entry date) to their retirement date that is sufficient to fund the projected benefit. As required by GASB 75, the normal cost is calculated to remain level as a percentage of pay. The EAN actuarial accrued liability equals the present value of all future benefits for retired and current employees and their beneficiaries less the portion expected to be funded by future normal costs.

All employees eligible as of the Valuation Date in accordance with the provisions of the Plan listed in the data provided by the District were included in the valuation.

Market Value of Assets: As of the valuation date, there were no reported GASB eligible assets.

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
 - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
 - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
 - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
 - a. Differences between expected and actual experience of the OPEB plan
 - b. Changes in assumptions
 - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% are the select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that is attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits, which is attributed to past periods of employee service (or not provided for by the future Service Costs).

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – TAILGATE PARK, SAN DIEGO, CA

BACKGROUND INFORMATION:

The City of San Diego is moving forward with the development of several of its former redevelopment sites, including the East Village Quarter project, also known as Tailgate Park. This four block, 5.25-acre site located just east of Petco Park is the subject of an extensive Request for Qualifications/Proposals process for an iconic downtown development in the heart of East Village.

In accordance with State of California redevelopment dissolution law, the district's assistance is needed to bring the disposition and development of this site forward. The State redevelopment dissolution law requires that each former redevelopment agency dispose of its non-housing real property assets in accordance with a State Department of Finance approved Long Range Property Management Plan (LRPMP), which guides the disposition of those sites.

For any development listed in the category of Future Development according to the LRPMP, such as East Village Quarter, the City Successor Agency must enter into a Compensation Agreement with each of the Affected Taxing Entities (ATEs) that details the fair compensation that will be received by each ATE while allowing for local jurisdictions to implement their redevelopment objectives. The County of San Diego has identified the district as an ATE for the site.

RECOMMENDATION:

Approve the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as Tailgate Park, San Diego, CA.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**COMPENSATION AGREEMENT FOR
PROPERTY RETAINED BY THE CITY OF SAN DIEGO
FOR FUTURE DEVELOPMENT
(Tailgate Park, San Diego, CA)**

This Compensation Agreement for Property Retained by the City of San Diego for Future Development, involving the property commonly referred to as Tailgate Park (Assessor Parcel Numbers 535-375-0200, 535-375-0300, 535-375-0400, 535-376-0200, 535-376-0300, 535-601-0100, 535-601-0400, 535-601-0500, 535-601-0600, 535-601-0700, 535-601-0800, 535-601-0900, 535-601-1000, 535-602-0100, and 535-602-0200), located within the area generally bounded by 12th Avenue, K Street, 14th Street, and Imperial Avenue, San Diego, California (“Agreement”), is entered into by and among the City of San Diego, County of San Diego, Lemon Grove School District, San Ysidro School District, Grossmont Union High School District, Sweetwater Union High School District, San Diego Unified School District, Grossmont-Cuyamaca Community College, San Diego Community College, Southwestern Community College, San Diego County Office of Education, Grossmont Healthcare District, and San Diego County Water Authority (collectively, “Taxing Entities” or “Parties”). This Agreement shall take effect after all Parties have signed this Agreement. The effective date of this Agreement is _____, 2020, which is the date on which the last Party has signed this Agreement (“Effective Date”).

RECITALS

The Parties enter into this Agreement with reference to the following circumstances:

A. Pursuant to Assembly Bill x1 26 enacted June 28, 2011, and subsequent legislation (collectively, the “Dissolution Laws”), the Redevelopment Agency of the City of San Diego (“Former RDA”) dissolved as of February 1, 2012, and the City of San Diego, solely in its capacity as the designated successor agency to the Former RDA (“Successor Agency”), became responsible for fulfilling the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.

B. On December 2, 2013, the Successor Agency received the finding of completion from the California Department of Finance (“DOF”), confirming that the Successor Agency had completed three payments of unencumbered funds to the San Diego County Auditor and Controller (“County Auditor”) for pro rata distribution to the local taxing entities in accordance with the Dissolution Laws. Under California Health and Safety Code (“Code”) section 34191.1, the DOF’s issuance of the finding of completion entitled the Successor Agency to, among other things, prepare and submit the Long-Range Property Management Plan (“PMP”) for the orderly disposition of the Former RDA’s non-housing assets.

C. The Oversight Board approved the Successor Agency’s original PMP in April 2014. The DOF did not approve the PMP, but instead provided the Successor Agency with various comments and proposed revisions to the PMP. The Successor Agency then prepared the Amended and Restated PMP (“ARPMP”), incorporating the DOF’s comments and proposed revisions. On September 21, 2015, the Oversight Board adopted Resolution No. OB-2015-14, approving the ARPMP. On October 15, 2015, the DOF issued a letter unconditionally approving the ARPMP.

A copy of the approved ARPMP has been provided to each Party.

D. Consistent with Code section 34191.5(c)(2), the ARPMP requires the Successor Agency to dispose of the Former RDA's properties through four categories: (1) transfer to the City for governmental use; (2) liquidation or sale to a third party; (3) transfer to the City for future development in accordance with historical redevelopment objectives; and (4) fulfillment of an enforceable obligation.

E. This Agreement pertains to that certain real property, commonly referred to as Tailgate Park, located within the area generally bounded by 12th Avenue, K Street, 14th Street, and Imperial Avenue, San Diego, California 92101 (Assessor Parcel Numbers 535-375-0200, 535-375-0300, 535-375-0400, 535-376-0200, 535-376-0300, 535-601-0100, 535-601-0400, 535-601-0500, 535-601-0600, 535-601-0700, 535-601-0800, 535-601-0900, 535-601-1000, 535-602-0100, and 535-602-0200) ("Property"). The ARPMP identifies the Property as Item FD-20 – Tailgate Park, in the future development disposition category.

F. Under Code section 34180(f), in exchange for the City retaining the Property for future development, the Parties must enter into a compensation agreement under which the City compensates the other local taxing entities in accordance with their proportional shares of base property tax revenues, as determined pursuant to Code section 34188, for the value of the Property. Under Code section 34180(f), if no agreement is reached on valuation of the Property, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the Oversight Board. This Agreement will constitute the compensation agreement referenced in the ARPMP and the Dissolution Laws.

G. On February 19, 2016, the Successor Agency conveyed the Property to the City. A qualified appraiser approved by the Oversight Board has completed an appraisal and determined that the fair market value of the Property as of the 2011 property tax lien date was \$8,400,000.

H. In accordance with the ARPMP and the Dissolution Laws, the City shall seek through a competitive Request for Proposals (RFP) process a Buyer/Developer to acquire and develop the site in accordance with historical redevelopment objectives.

I. The RFP shall seek to maximize the net proceeds received from the sale of the site, while also requiring the recommended Buyer/Developer to meet site-specific development requirements and an expeditious development schedule.

NOW, THEREFORE, to comply with the applicable provision of the Dissolution Laws, the Parties agree as follows:

Section 1. Compensation Amount.

The Parties agree that the fair market value of the Property as of the 2011 lien date is \$8,400,000 ("2011 Property Value"), which has been determined by an independent appraiser approved by the Oversight Board, and which, if no other agreement is reached on valuation of the Property represents the fair market value of the property pursuant to Code section 34180(f).

The City, however, through its RFP shall seek to maximize net proceeds received from the sale or transfer of interest of the site for the benefit of the Taxing Entities, while advancing the development objectives of the City in a manner consistent with redevelopment dissolution laws.

The Parties agree that the City has incurred, or will reasonably incur, expenses related to the valuation and disposition of the Property, (collectively, the “Qualified Property Expenses”). The Parties further agree that the City shall be reimbursed through escrow for its actual Qualified Property Expenses provided that such reimbursement does not reduce the net proceeds of the transaction below the 2011 Property Value.

The Qualified Property Expenses agreed to by the parties are detailed in the table below:

Appraisal	Not to Exceed \$12,000
Escrow/Title	Not to Exceed \$100,000
Total	Not to Exceed \$112,000

The Qualified Property Expenses shall consist of actual costs as evidenced by supporting documentation such as paid invoices or other suitable verification.

Therefore, the Parties agree that the total compensation amount payable by the City to the Taxing Entities for the Property (“Compensation Amount”) will be an amount equal to 1) the 2011 Property Value; or 2) the amount paid by a third party as determined through the City’s competitive RFP process less Qualified Property Expenses, whichever is greater.

Section 2. Allocation of Proportional Shares.

The City will distribute, within 30 days after the close of escrow on the City’s disposition of the Property to a developer for future development in accordance with a Disposition Agreement (“Close of Escrow”), the Compensation Amount to the Taxing Entities in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to Code section 34188 and by the County Auditor as set forth below:

IMPACTED TAXING ENTITIES	FUND IMPACT RATIOS
COUNTY OF SAN DIEGO	0.15693613
LEMON GROVE SCHOOL DISTRICT	0.00094926
SAN YSIDRO SCHOOL DISTRICT	0.00756085
GROSSMONT UNION HIGH SCHOOL DISTRICT	0.00094772
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.00386121
SAN DIEGO UNIFIED SCHOOL DISTRICT	0.43500917
GROSSMONT-CUYAMACA COMMUNITY COLLEGE	0.00035911

SAN DIEGO COMMUNITY COLLEGE	0.06292871
SOUTHWESTERN COMMUNITY COLLEGE	0.00104039
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.01594758
EDUCATIONAL REVENUE AUGMENTATION FUND	0.14186875
CITY OF SAN DIEGO	0.17106029
GROSSMONT HEALTHCARE DISTRICT	0.00008202
SAN DIEGO COUNTY WATER AUTHORITY	0.00144881
TOTAL	1.00000000

Section 3. Condition Precedent.

Any duty imposed on the City by this Agreement is based upon the City's receipt of funds equal to or greater than the 2011 Property Value at the Close of Escrow or upon the City's transfer of ownership or a possessory interest in the Property for future development, whichever occurs first. The City makes no representations or warranties as to when, if ever, the City will transfer an interest of the Property for future development.

Section 4. Effective Date and Term.

The term of this Agreement shall commence on the Effective Date and shall remain in effect until the date on which the earliest of the following three events has occurred: (a) the City has distributed all amounts owed to the Taxing Entities under Section 2 above; (b) the City has delivered written notice to the other Parties that the Disposition Agreement has been terminated; or (c) any Party has delivered a written notice of "Early Termination" to the other Parties as described immediately below. Notwithstanding any other provision of this Agreement or the ARPMP, any Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the requirement or need for this Agreement (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with this Agreement. Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement. An Early Termination shall not be permissible if the Close of Escrow has already occurred. Notwithstanding any other provision contained in this Agreement, once the City makes a payment to a Taxing Entity corresponding to the Compensation Amount, the payment is irrevocable.

Section 5. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this paragraph.

(b) No Third Party Beneficiaries. No person or entity, other than the Parties

and their permitted successors and assigns, is an intended third party beneficiary under this Agreement or shall have any right of action under this Agreement.

(c) Attorneys' Fees. If any Party brings an action to interpret or enforce its rights under this Agreement, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(d) Common Defense. In the event litigation is initiated to attack the validity of this Agreement, each Party shall in good faith defend and seek to uphold this Agreement.

(e) State Law; Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Diego County, California.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile or electronic mail and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Schedules and Exhibits. The schedules and exhibits attached to this Agreement are incorporated fully by reference into this Agreement.

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action or approval by the City is required under this Agreement, the Mayor or designee may act on or approve such matter unless specifically

provided otherwise, or unless the Mayor or designee determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

(n) Educational Revenue Augmentation Fund (ERAF). The ERAF may be entitled to a distribution of monies pursuant to Section 2 above and Code section 34188. There is no need for a separate entity to sign this Agreement on behalf of the ERAF because the ultimate beneficiaries of any distribution of monies to the ERAF are Taxing Entities that are signatories to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

COUNTY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COUNTY OFFICE OF EDUCATION

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

SAN DIEGO COUNTY
WATER AUTHORITY

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

LEMON GROVE
SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN YSIDRO
SCHOOL DISTRICT

By: _____
Print: Marilyn Adrianzen
Title: Chief Business Official
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

GROSSMONT UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SWEETWATER UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

**SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

**GROSSMONT HEALTHCARE
DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

EXHIBIT A

CONTACT INFORMATION

CITY OF SAN DIEGO
202 C Street, MS 9A
San Diego, CA 92101
Attn: Deputy Chief Operating Officer, Smart and Sustainable Communities

COUNTY OF SAN DIEGO
1600 Pacific Highway, Room 209
San Diego, CA 92101
Attn: Chief Administrative Officer

SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 Camino Del Rio South
San Diego, CA 92108
Attn: _____

SAN DIEGO UNIFIED SCHOOL DISTRICT
4100 Normal Street
San Diego, CA 92103
Attn: _____

SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 Linda Vista Road
San Diego, CA 92111
Attn: _____

SAN DIEGO COUNTY WATER AUTHORITY
4677 Overland Avenue
San Diego, CA 92123
Attn: _____

LEMON GROVE SCHOOL DISTRICT
8025 Lincoln Street
Lemon Grove, CA 91945-2515
Attn: Deputy Superintendent, Business Services

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Attn: Assistant Superintendent, Business Services

GROSSMONT UNION HIGH SCHOOL DISTRICT
P.O. Box 1043
La Mesa, CA 91944-1043
Attn: Deputy Superintendent, Business Services

SWEETWATER UNION HIGH SCHOOL DISTRICT
1130 Fifth Avenue
Chula Vista, CA 91911-2896
Attn: Chief Financial Officer

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
8800 Grossmont College Drive
El Cajon, CA 92020
Attn: District Business Services

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
900 Otay Lakes Road
Chula Vista, CA 91910-7297
Attn: Business & Financial Affairs

GROSSMONT HEALTHCARE DISTRICT
9001 Wakarusa Street
La Mesa, CA 91942
Attn: Chief Financial Officer

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – WOOLWORTH BUILDING

BACKGROUND INFORMATION:

The City of San Diego is moving forward with the development of several of its former redevelopment sites, including 3067 University Avenue, San Diego, CA, also known as the Woolworth Building (APN# 453-152-03-00). This historic two-story building sits on an approximately 7,800 square foot parcel in the North Park community of the City of San Diego.

The City has approved a Disposition and Development Agreement with North Park Gateway LLC for the sale, rehabilitation, and adaptive re-use of the site. The DDA provides for North Park Gateway to purchase the site for \$1.4M. In accordance with State of California redevelopment dissolution law, the district's assistance is needed to bring the disposition and development of this site forward. The State redevelopment dissolution law requires that each former redevelopment agency dispose of its non-housing real property assets in accordance with a State Department of Finance approved Long Range Property Management Plan (LRPMP), which guides the disposition of those sites.

For any development listed in the category of Future Development according to the LRPMP, such as 3067 University Avenue (Woolworth Building), the City Successor Agency must enter into a Compensation Agreement with each of the Affected Taxing Entities (ATEs) that details the fair compensation that will be received by each ATE while allowing for local jurisdictions to implement their redevelopment objectives. The County of San Diego has identified the district as an ATE for the site. The DDA is subject to approval of the Compensation Agreement.

RECOMMENDATION:

Approve the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as the Woolworth Building, 3067 University Avenue, San Diego, CA.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**COMPENSATION AGREEMENT FOR
PROPERTY RETAINED BY THE CITY OF SAN DIEGO
FOR FUTURE DEVELOPMENT
(3067 University Avenue, San Diego, CA; APN # 453-152-03-00)**

This Compensation Agreement for Property Retained by the City of San Diego for Future Development, involving the property located at 3067 University Avenue, San Diego, California (“Agreement”), is entered into by and among the City of San Diego, County of San Diego, Lemon Grove School District, San Ysidro School District, Grossmont Union High School District, Sweetwater Union High School District, San Diego Unified School District, Grossmont-Cuyamaca Community College, San Diego Community College, Southwestern Community College, San Diego County Office of Education, Grossmont Healthcare District, and San Diego County Water Authority (collectively, “Taxing Entities” or “Parties”). This Agreement shall take effect after all Parties have signed this Agreement. The effective date of this Agreement is _____, _____, which is the date on which the last Party has signed this Agreement (“Effective Date”).

RECITALS

The Parties enter into this Agreement with reference to the following circumstances:

A. Pursuant to Assembly Bill x1 26 enacted June 28, 2011, and subsequent legislation (collectively, the “Dissolution Laws”), the Redevelopment Agency of the City of San Diego (“Former RDA”) dissolved as of February 1, 2012, and the City of San Diego, solely in its capacity as the designated successor agency to the Former RDA (“Successor Agency”), became responsible for fulfilling the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.

B. On December 2, 2013, the Successor Agency received the finding of completion from the California Department of Finance (“DOF”), confirming that the Successor Agency had completed three payments of unencumbered funds to the San Diego County Auditor and Controller (“County Auditor”) for pro rata distribution to the local taxing entities in accordance with the Dissolution Laws. Under California Health and Safety Code (“Code”) section 34191.1, the DOF’s issuance of the finding of completion entitled the Successor Agency to, among other things, prepare and submit the Long-Range Property Management Plan (“PMP”) for the orderly disposition of the Former RDA’s non-housing assets.

C. The Oversight Board for the Successor Agency (“Oversight Board”) approved the Successor Agency’s original PMP in April 2014. The Successor Agency thereafter submitted the original PMP to the DOF for approval. The DOF did not approve the PMP, but instead provided the Successor Agency with various comments and proposed revisions to the PMP. The Successor Agency then prepared the Amended and Restated PMP (“ARPMP”), incorporating the DOF’s comments and proposed revisions. On September 21, 2015, the Oversight Board adopted Resolution No. OB-2015-14, approving the ARPMP. On October 15, 2015, the DOF issued a letter unconditionally approving the ARPMP. A copy of the approved ARPMP has been provided to each Party.

D. Consistent with Code section 34191.5(c)(2), the ARPMP requires the Successor Agency to dispose of the Former RDA's properties through four categories: (1) transfer to the City for governmental use; (2) liquidation or sale to a third party; (3) transfer to the City for future development in accordance with historical redevelopment objectives; and (4) fulfillment of an enforceable obligation.

E. This Agreement pertains to that certain real property located at 3067 University Avenue, San Diego, CA 92104, APN #453-152-03-00 ("Property"). The ARPMP identifies the Property as Item FD-11 – North Park Gateway (Woolworth Building), in the future development disposition category.

F. Under Code section 34180(f), in exchange for the City retaining the Property for future development, the Parties must enter into a compensation agreement under which the City compensates the other local taxing entities in accordance with their proportional shares of base property tax revenues, as determined pursuant to Code section 34188, for the value of the Property. Under Code section 34180(f), if no agreement is reached on valuation of the Property, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the Oversight Board. This Agreement will constitute the compensation agreement referenced in the ARPMP and the Dissolution Laws.

G. On February 19, 2016, the Successor Agency conveyed the Property to the City. The Parties have been unable to reach agreement on the value of the Property. A qualified appraiser approved by the Successor Agency Oversight Board has completed an appraisal determining that the fair market value of the Property as of the 2011 property tax lien date is \$1,400,000.

H. The City and a developer have negotiated a disposition agreement for the City's disposition of the Property to the developer for future development in accordance with the LRPMP ("Disposition Agreement").

NOW, THEREFORE, to comply with the applicable provision of the Dissolution Laws, the Parties agree as follows:

Section 1. Compensation Amount.

The Parties agree that the fair market value of the Property as of the 2011 lien date is \$1,400,000 ("2011 Property Value"). The Parties further agree that the City has incurred, or will reasonably incur, the following reimbursable expenses related to the valuation and disposition of the Property, (collectively, the "Qualified Property Expenses"): appraisal costs of \$6,000, and the City's share of actual escrow and closing costs not to exceed \$5,000. Therefore, the Parties agree that the total compensation amount payable by the City to the Taxing Entities for the Property ("Compensation Amount") will equal the 2011 Property Value, minus the actual Qualified Property Expenses, for an estimated total not to exceed \$1,389,000. Upon request from any other Party, the City must provide written evidence (e.g., paid invoices) substantiating the actual Qualified Property Expenses amount.

Section 2. Allocation of Proportional Shares.

The Parties agree that, within 30 days after the close of escrow on the City’s disposition of the Property to a developer for future development in accordance with the Disposition Agreement (“Close of Escrow”), the City will distribute the Compensation Amount to the Taxing Entities in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to Code section 34188 and by the County Auditor as set forth below:

IMPACTED TAXING ENTITIES	FUND IMPACT RATIOS
COUNTY OF SAN DIEGO	0.15693613
LEMON GROVE SCHOOL DISTRICT	0.00094926
SAN YSIDRO SCHOOL DISTRICT	0.00756085
GROSSMONT UNION HIGH SCHOOL DISTRICT	0.00094772
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.00386121
SAN DIEGO UNIFIED SCHOOL DISTRICT	0.43500917
GROSSMONT-CUYAMACA COMMUNITY COLLEGE	0.00035911
SAN DIEGO COMMUNITY COLLEGE	0.06292871
SOUTHWESTERN COMMUNITY COLLEGE	0.00104039
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.01594758
EDUCATIONAL REVENUE AUGMENTATION FUND	0.14186875
CITY OF SAN DIEGO	0.17106029
GROSSMONT HEALTHCARE DISTRICT	0.00008202
SAN DIEGO COUNTY WATER AUTHORITY	0.00144881
TOTAL	1.00000000

Section 3. Condition Precedent.

Any duty imposed on the City by this Agreement is based upon the City’s receipt of funds equal to or greater than the 2011 Property Value at the Close of Escrow or upon the City’s transfer of ownership of the Property for future development, whichever occurs first. The City makes no representations or warranties as to when, if ever, the City will transfer ownership of the Property for future development.

Section 4. Effective Date and Term.

The term of this Agreement shall commence on the Effective Date and shall remain in effect until the date on which the earliest of the following three events has occurred: (a) the City has distributed all amounts owed to the Taxing Entities under Section 2 above; (b) the City has delivered written notice to the other Parties that the Disposition Agreement has been terminated; or (c) any Party has delivered a written notice of “Early Termination” to the other Parties as described immediately below. Notwithstanding any other provision of this Agreement or the ARPMP, any Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the requirement or need for this Agreement (an “Early Termination”). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with this

Agreement. Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement. An Early Termination shall not be permissible if the Close of Escrow has already occurred. Notwithstanding any other provision contained in this Agreement, once the City makes a payment to a Taxing Entity corresponding to the Compensation Amount, the payment is irrevocable.

Section 5. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this paragraph.

(b) No Third Party Beneficiaries. No person or entity, other than the Parties and their permitted successors and assigns, is an intended third party beneficiary under this Agreement or shall have any right of action under this Agreement.

(c) Attorneys' Fees. If any Party brings an action to interpret or enforce its rights under this Agreement, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(d) Common Defense. In the event litigation is initiated to attack the validity of this Agreement, each Party shall in good faith defend and seek to uphold this Agreement.

(e) State Law; Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Diego County, California.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile or electronic mail and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Schedules and Exhibits. The schedules and exhibits attached to this Agreement are incorporated fully by reference into this Agreement.

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action or approval by the City is required under this Agreement, the Mayor or designee may act on or approve such matter unless specifically provided otherwise, or unless the Mayor or designee determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

(n) Educational Revenue Augmentation Fund (ERAF). The ERAF may be entitled to a distribution of monies pursuant to Section 2 above and Code section 34188. There is no need for a separate entity to sign this Agreement on behalf of the ERAF because the ultimate beneficiaries of any distribution of monies to the ERAF are Taxing Entities that are signatories to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

COUNTY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COUNTY OFFICE OF EDUCATION

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

SAN DIEGO COUNTY
WATER AUTHORITY

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

LEMON GROVE
SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN YSIDRO
SCHOOL DISTRICT

By: _____
Print: Marilyn Adrianzen
Title: Chief Business Official
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

GROSSMONT UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SWEETWATER UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

**SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

**GROSSMONT HEALTHCARE
DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

EXHIBIT A

CONTACT INFORMATION

CITY OF SAN DIEGO
202 C Street, MS 9A
San Diego, CA 92101
Attn: Deputy Chief Operating Officer, Smart and Sustainable Communities

COUNTY OF SAN DIEGO
1600 Pacific Highway, Room 209
San Diego, CA 92101
Attn: Chief Administrative Officer

SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 Camino Del Rio South
San Diego, CA 92108
Attn: _____

SAN DIEGO UNIFIED SCHOOL DISTRICT
4100 Normal Street
San Diego, CA 92103
Attn: _____

SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 Linda Vista Road
San Diego, CA 92111
Attn: _____

SAN DIEGO COUNTY WATER AUTHORITY
4677 Overland Avenue
San Diego, CA 92123
Attn: _____

LEMON GROVE SCHOOL DISTRICT
8025 Lincoln Street
Lemon Grove, CA 91945-2515
Attn: Deputy Superintendent, Business Services

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Attn: Assistant Superintendent, Business Services

GROSSMONT UNION HIGH SCHOOL DISTRICT
P.O. Box 1043
La Mesa, CA 91944-1043
Attn: Deputy Superintendent, Business Services

SWEETWATER UNION HIGH SCHOOL DISTRICT
1130 Fifth Avenue
Chula Vista, CA 91911-2896
Attn: Chief Financial Officer

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
8800 Grossmont College Drive
El Cajon, CA 92020
Attn: District Business Services

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
900 Otay Lakes Road
Chula Vista, CA 91910-7297
Attn: Business & Financial Affairs

GROSSMONT HEALTHCARE DISTRICT
9001 Wakarusa Street
La Mesa, CA 91942
Attn: Chief Financial Officer



The City of San Diego

Staff Report

DATE ISSUED: April 21, 2020
TO: City Council
FROM: Economic Development Department
SUBJECT: North Park Gateway, LLC (Woolworth Building) Disposition and Development Agreement
Primary Contact: Christina Bibler Phone: (619) 236-6421

Council District: 3

OVERVIEW:

The proposed Disposition and Development Agreement (DDA) between the City and North Park Gateway LLC (NPG), will facilitate the rehabilitation and adaptive reuse of the vacant former F. W. Woolworth building located at 3067 University Avenue in North Park ("Site") as shown on the Site Map (Attachment A).

Pursuant to the State of California's dissolution of redevelopment, the property is being disposed of in accordance with the Successor Agency to the former RDA's ("Successor Agency") approved Amended and Restated Long-Range Property Management Plan (ARPMP) and the redevelopment dissolution laws. The Property is categorized as a future development site under the ARPMP, which requires transfer of ownership from the Successor Agency to the City. As a future development site, the City is required to dispose of the Property pursuant to a Compensation Agreement with the other Affected Taxing Entities (ATE's), which captures the percentages each ATE will receive from the ultimate disposition of the site.

NPG agreed to the purchase price of the Property for \$1.4 million. Net proceeds from the sale will be distributed to the ATE's in accordance with the Compensation Agreement. As an ATE, the City receives approximately 17% of property tax revenues. The City shall retain approximately \$231,000 as its share of net sales proceeds.

PROPOSED ACTIONS:

1. Adopt a resolution to approve the DDA with North Park Gateway, LLC, approve the required Compensation Agreement by and among the ATEs, and authorize the Mayor or designee to execute these agreements and take all actions necessary and appropriate to effectuate the proposed transaction;
2. Authorize the Chief Financial Officer to encumber and expend an amount not to exceed \$100,000 from Fund Acct. # 400672, North Park redevelopment bond proceeds for public infrastructure improvements pursuant to the DDA, to receive and distribute net sales proceeds from the sale of the site to the ATEs pursuant to the Compensation Agreement, and retain in the General Fund the City's share of proceeds; and
3. Make certain findings supporting the City's disposition of the site consistent with California Health and Safety Code (Code) Section 33433.
4. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332 (Infill Exemption) and that none of the exceptions to the exemptions listed in CEQA Guidelines Section 15300.2 would apply.

DISCUSSION OF ITEM:

The Former RDA acquired the Property in August 2010. Shortly after acquiring the Property the Former RDA issued a Request for Qualifications and Proposals (RFQ/P) to select a developer for the redevelopment of the Property. Through the RFQ/P process, NPG was competitively selected as the recommended development team. On April 12, 2011, the former Redevelopment Agency of the City of San Diego (“Former RDA”) and City Council approved an Exclusive Negotiation Agreement (ENA) with NPG to negotiate the terms of a DDA for the implementation of the Project. Due to the dissolution of redevelopment, the City was unable to execute the proposed DDA. Subsequent legislation outlined a process for the disposition of the real property assets of former redevelopment agencies.

A part of that process was the preparation of a Long-Range Property Management Plan to address the disposition and use of non-housing real properties owned by the Former RDA. On October 15, 2015, the California State Department of Finance issued a letter granting final approval for the Agency’s Amended and Restated Long-Range Property Management Plan.

Since that time the City has worked with NPG to revise the DDA to conform with requirements of dissolution legislation and the ARPMP. The proposed DDA sets forth the terms, conditions, and schedule for the completion of the project.

Disposition and Development Agreement (DDA)

A summary of the proposed DDA terms and conditions are as follows:

- **Scope of Development** – Restores the building’s existing façade and provides new public improvements to enhance the streetscape. The NPG will provide approximately 6,000 square feet of retail/commercial space on the ground floor plus 10 residential units, including one affordable unit NPG will rehabilitate the existing historic structure to a mixed-use NPG including approximately 6,000 square feet of ground floor retail/ commercial space, ten (10) rental units, nine market-rate and one Affordable Housing Unit at 65% Area Median Income, and public improvements adjacent to and in the immediate vicinity of the Property. The City will provide a forgivable loan in the amount of \$100,000 to NPG to assist with the costs of the public improvements adjacent to the Property;
- **Project Cost** – The total development cost of the project is approximately \$3M, exclusive of land costs;
- **Purchase Price** – NPG will purchase the property for \$1.4M;
- **City Loan** – The City will provide to NPG an amount not to exceed \$100,000 in the form of a forgivable loan to assist with the cost of the public improvements not directly fronting the subject property;
- **Affordability Restrictions** – The project will provide one rent and income-restricted unit. Covenants recorded against the Property will restrict this unit for 55 years. The NPG will enter into a Monitoring Agreement with the San Diego Housing Commission; and
- **Historic Rehabilitation** – The adaptive re-use of the building shall be consistent with the Secretary of the Interior’s Standards for the Rehabilitation of Historic Buildings.

Project Schedule

The Effective Date of the DDA will not occur until it has been fully executed which will not occur until several actions have taken place including approval and execution of the Compensation Agreement by all of the ATEs. The major performance milestones are estimated to be as follows:

- Approval and Execution of Compensation Agreement by ATEs June/July 2020
- Effective Date of DDA June 2020
- Submittal of Building Permits July 2020
- Escrow closing December 2020

- Construction Start January 2021
- Construction Completion March 2022

A copy of the proposed DDA is provided as Attachment B.

Compensation Agreement

Under Code section 34180(f), as a condition of the City retaining a Property for future development, it must enter into a Compensation Agreement under which the City agrees to compensate the other ATE’s in accordance with their proportional shares of base property tax revenues, as determined pursuant to Code section 34188, and if no agreement is reached on valuation of the Property, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the Oversight Board.

A proposed Compensation Agreement which establishes the value of the Property at its 2011 value of \$1.4M has been negotiated with the County of San Diego and the City has discussed with the San Diego Unified School District and the other ATEs. It is anticipated that the County Board of Supervisors will consider approval of the Compensation Agreement at a soon upcoming meeting, and that the other ATEs will present the Compensation Agreement for consideration to their respective approving bodies over the next 30 – 60 days. A copy of the proposed Compensation Agreement is provided for reference as Attachment C.

Code section 33433 Findings

Code section 33433 requires a certain report be prepared before property can be disposed. As required by Code section 33433, a summary report has been prepared by Keyser Marston & Associates (KMA), a copy of which is included as Attachment D. City Council must determine the following findings:

1. The consideration to be received by the City for the sale of the Property is not less than fair reuse value at the use and with the covenants, conditions and development costs required by the DDA.
2. The sale of the Property and the development of the NPG in accordance with the DDA will assist in the elimination of blight in the North Park Redevelopment NPG Area. The NPG is consistent with the Redevelopment Plan and the most recent five-year implementation plan adopted pursuant to Code section 33490.
3. The sale of the Property and the development of the NPG in accordance with the DDA will assist in providing housing for low-income or moderate-income persons.

City Strategic Plan Goals/Objectives:

Goal#2: Work in partnership with all of our communities to achieve safe and livable neighborhoods

Objective#3: Invest in infrastructure

Goal #3: Create and sustain a resilient and economically prosperous City

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability

Fiscal Considerations:

The DDA provides for sale of the property to NPG for \$1.4M. Pursuant to the Compensation Agreement, the City shall distribute net sales proceeds to the ATEs in proportion to their respective shares of property tax revenues.

The DDA also provides for funding assistance to NP Gateway in the amount of \$100,000 to assist with the costs of public improvements the NPG will construct. The source of funding is North Park Bond Proceeds and these funds are available in Fund Acct. # 400672.

Charter Section 225 Disclosure of Business Interests:

The NPG consists of: Lyda Cohen (Partner, Managing Principal) (City of San Diego), Bejan Arfaa (Partner, Principal Architect, Design and Construction Management) (City of San Diego), and Alfred Kerendian (Partner, Leasing, Property and Construction Management) (City of San Diego).

Environmental Impact:

This action is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332 as the project meets the conditions described in this section as follows:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designations and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects related to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code. The project will not cause a substantial adverse change in the significance of an historical resource, as one of the terms and conditions of the DDA is that the adaptive re-use of the building shall be consistent with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings.

Equal Opportunity Contracting Information:

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Municipal Code Sections 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Previous Council and/or Committee Actions:

On July 18, 2010, the Agency Board approved acquisition of the property to facilitate its future redevelopment. On April 12, 2011, the Agency and City Council approved the ENA.

Key Stakeholders and Community Outreach Efforts:

Historically the North Park Project Area Committee and the North Park Main Street organization have been in support of the project.

Christina Bibler
Director, Economic Development Department

Erik Caldwell
Deputy Chief Operating Officer,
Smart and Sustainable Communities

- Attachments:
- A – Site Map
 - B – Disposition and Development Agreement with North Park Gateway
 - C – Compensation Agreement
 - D – KMA Summary Report (33433 Report)

SITE MAP



VOTE: 4-0: Kersey-yea. Ward-yea. Cate-yea. Moreno-yea.

Planning/Environmental Analysis: Oscar Galvez III, (619) 533-3683
City Attorney Contact: Adam Wander

Item 334: North Park Gateway, LLC (Woolworth Building) Disposition and Development Agreement.

Total Estimated Cost of Proposed Action and Funding Source:

Authorize the Chief Financial Officer to encumber and expend an amount not to exceed \$100,000 from Fund Acct. 400672 and to receive and distribute net sales proceeds from the sale of the site to the Affected Taxing Entities.

Council District(s) Affected: 3.

Proposed Actions:

Subitem-A: (R-2020-609)

Resolution of the Council of the City of San Diego determining that the rehabilitation of the Woolworth Building (North Park Gateway Project) in the North Park Redevelopment Project Area is categorically exempt from the California Environmental Quality Act pursuant to Guideline Section 15332.

Subitem-B: (R-2020-610)

Resolution of the Council of the City of San Diego approving a disposition and development agreement related to the North Park Gateway Project in the North Park Redevelopment Project Area and related actions.

Committee Actions Taken: N/A

Economic Development: Christina Bibler, (619) 236-6421
City Attorney Contact: Kate Malcolm

PUBLIC NOTICES

Item Details

North Park Gateway, LLC (Woolworth Building)
Disposition and Development Agreement.

Supporting Documents

- Staff Report for - ()
- Attachment A- Site Map.pdf
- Attachment B - DDA.pdf
- Attachment C - Compensation Agreement VF.pdf
- Attachment D - 33433 Report VF.pdf
- R-2020-609.pdf
- R-2020-610
- Accounting Table (Published) -
- CC 102304331.pdf
- LLC workforce revised.pdf
- WW Workforce report .pdf
- EOC Program Evaluation
- Public Notice Woolworth-Gateway Project 6-10-20.docx

CITY OF SAN DIEGO SITE – ITEM 334

North Park Gateway, LLC (Woolworth Building) Disposition and Development Agreement
(Documentation)

<https://onbase.sandiego.gov/OnBaseAgendaOnline/Meetings/ViewMeeting?id=3904&doctype=1>

Attachment Links to this item

A – SITE MAP

<https://onbase.sandiego.gov/OnBaseAgendaOnline/Documents/ViewDocument/Attachment%20A-%20Site%20Map.pdf.pdf?meetingId=3904&documentType=Agenda&itemId=190339&publishId=394574&isSection=false>

B – DISPOSITION AND DEVELOPMENT AGREEMENT WITH NORTH PARK
GATEWAY

<https://onbase.sandiego.gov/OnBaseAgendaOnline/Documents/ViewDocument/Attachment%20B%20-%20DDA.pdf.pdf?meetingId=3904&documentType=Agenda&itemId=190339&publishId=394575&isSection=false>

C – COMPENSATION AGREEMENT

<https://onbase.sandiego.gov/OnBaseAgendaOnline/Documents/ViewDocument/Attachment%20C%20-%20Compensation%20Agreement%20VF.pdf.pdf?meetingId=3904&documentType=Agenda&itemId=190339&publishId=394576&isSection=false>

D – KMA SUMMARY REPORT (33433 Report)

<https://onbase.sandiego.gov/OnBaseAgendaOnline/Documents/ViewDocument/Attachment%20D%20-%2033433%20Report%20VF.pdf.pdf?meetingId=3904&documentType=Agenda&itemId=190339&publishId=394577&isSection=false>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING SCHOOL REOPENINGS

BACKGROUND INFORMATION:

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding school reopenings. This agreement is subject to CSEA ratification.

RECOMMENDATION:

Approve the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding school reopenings.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TBD	TBD	
(Amount)	(Name of funding source and/or location)	

Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial	Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**MEMORANDUM OF UNDERSTANDING ABOUT
CORONAVIRUS RESPONSE
August 7, 2020**

This memorandum is agreed between San Ysidro School District and the California School Employees Association and its Chapter 154 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic and the safe reopening of schools.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and classified staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

A. Safety

1. The District shall follow the [“Safe Reopening Plan for K-12 Schools” template](#) developed by the County of San Diego Health and Human Services and the San Diego County Office of Education. The Safe Reopening Plan for K-12 Schools is based on guidance articulated by the California Department of Public Health in its [COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs, the Governor’s orders](#), and is compliant with Section 4 of the [county public health order](#). These guidelines are also aligned with the COVID-19 Safety Protocols set forth within the [California Department of Education’s Guidebook for Safe Reopening of Public Schools](#), when feasible.

B. Leave

1. Workers’ Compensation

- a. The District acknowledges and will comply with the provisions of Executive Order N-62-20 establishing temporary “presumptive eligibility” for workers’ compensation benefits to any bargaining unit member who is directed to report to their place of employment and then subsequently contracts COVID-19.

2. FFCRA and Extended Family Leave

- a. In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal including sick leave provided under the Families First Coronavirus Response Act.

- b. The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties.
- c. HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 7/1/20:
 - i. Up to 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - 1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - 2. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - 3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
 - ii. Up to 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - 1. The employee is caring for an individual subject to an order or advised to self-isolate;
 - 2. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 - 3. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).
- d. The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.
- e. The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee’s minor child if the child’s school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.
- f. The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- g. Any employee who reports to work but is sent home due to coronavirus screening shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks.
- h. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children. The District shall also work with employees with Covid related childcare issues
- i. Employees who have exhausted accrued sick leave may use extended sick leave.
- j. Nothing in this section is intended to expand the benefits provided under HR 6201.
- k. The District agrees to suspend the cap outlined in the CBA regarding vacation leave balances. Employees will have until June 30, 2022 to schedule and use earned vacation leave above the cap. If an employee is not permitted to take the full vacation balance above the adjusted cap, the amount not taken shall accumulate for use in the 2022-2023 school year or be paid for in cash.

C. Accommodation

- 1. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19 In connection with the interactive process the District may provide reasonable accommodations, as applicable and available, for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - a. Providing additional or enhanced personal protective equipment (PPE);
 - b. Placing physical barriers to separate the vulnerable employee from coworkers or the public;
 - c. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - d. Moving the employee workstations;
 - e. Telecommuting in compliance with established Board Policy.
 - i. **Technology Stipend:** The District shall issue a one-time stipend for the amount of \$420 to the following unit members during the school closures to defray the cost of providing essential communication from home related to distance learning: Accounting Technicians, Administrative Clerks, Buyer, District Translators, Health Clerks, Outreach Consultants, Instructional Aides, SPED, Instructional Health Care Assistants, Instructional Media Resource Aides, Licensed Vocational Nurses, Secretaries, Senior Payroll and Benefits Accountant and Special Education Technician. This stipend should be provided no later than October 31, 2020.

- f. Provide reasonable accommodation for vulnerable employees and if accommodation is not practicable, the District shall work with the employee to develop a flexible plan that endeavors to avoid exhausting the employee's earned leave.
2. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
3. In the event the District must close, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining unit employees who are able to work in an on call capacity will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

D. Return Personnel

1. District agrees to give 24-hours' notice prior to requesting an employee report back to their site.
2. Workload and Staffing Ratios
 - a. The District and CSEA agree to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations.
 - b. During the distance learning model, the District agrees to maintain a limited amount of staff required to be on-site. Employees should be allowed to work from home as much as possible but when the duties require staff to work in person, the District shall allow employees to work modified days and/or alternate day rotations.
 - c. Custodial, maintenance, and grounds personnel may work an alternative work week of 4/10 when agreed upon with supervisor. Employees and supervisor should work out alternate schedules together keeping in mind employees' personal obligations.
3. Hazard Pay
 - a. Members of the maintenance, custodial, and grounds staff sanitation team who are trained and required to clean and sanitize schools or other District facilities using specific chemicals such as: PurTab, Clorox 360 System, etc. following a reported exposure to COVID-19 shall receive time and a half pay (additional 50% of their regular pay for each hour worked).
 - b. All Classified employees called in to support events involving the general public for the duration of the exclusive distance learning period shall receive time and a half pay (additional 50% of their regular hourly pay) for each hour worked performing the following:
 - i. Classified staff who support meal service to the public

- ii. Classified staff who support Chromebook and/or other supplies/materials distribution.
 - iii. Classified staff supporting special events such as promotion ceremonies.
 - iv. Secretaries, Clerks, Health Clerks and Outreach Consultants who have direct interaction with parents for the purpose of registration throughout the month of August 2020.
- c. Employees who have incidental contact (e.g. short durations of time, momentary contact and/or contact in passing) with the public or other employees do not qualify for additional pay.
 - d. Employees that take leave when they are directed to work on-site do not qualify for additional pay.
 - e. Once students are back on campus, all Classified employees who do not receive district health benefits and are permanently scheduled for less than four (4) hours per day, shall receive a thirty- five (\$35) per week stipend.
 - f. Staff who are supervising a symptomatic person in isolation areas shall receive hazard pay at time and a half (additional 50% of their regular pay) for the hours worked directly supervising the isolation area.

4. Duties

- a. The District shall maintain specific plans on how to follow CDC and County Office guidelines with current staffing levels or added positions.
- b. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, CSEA and the District will come to a written agreement, as needed, that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.
- c. Examples of additional duties that may be required include:
 - i. Instructional Aide, Campus Aide, Instructional Health Care Assistants, Outreach Consultant, Campus Security, and Instructional Media Resource Aide positions being asked to help wipe down and disinfect items within the classroom and meal area on a regular basis in order to maintain cleanliness standards.
 - ii. Administrative Secretary, Administrative Clerk, Outreach Consultants, Campus Security, Campus Aides, Instructional Aides, Instructional Health Care Assistants, and Instructional Media Resource Aides positions being asked to perform temperature checks on staff or visitors.

- iii. Any CSEA bargaining unit position being asked to help with distribution of breakfast, lunch and/or other meals for students.

- d. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

This MOU is being entered solely under the context and circumstances of the COVID-19 epidemic and is a non-precedent setting and at no time CSEA waives rights to EERA.

Provisions of this MOU will be effective July 1, 2020 to June 30, 2021. The parties agree to meet prior to this MOU's expiration date to further discuss the extension of the provisions of this MOU up to and including impacts and effects related to returning to work in an environment that requires distance learning.

EXHIBIT A

COVID-19 SAFETY PROTOCOLS

The District shall follow the [“Safe Reopening Plan for K-12 Schools” template](#) developed by the County of San Diego Health and Human Services and the San Diego County Office of Education. The Safe Reopening Plan for K-12 Schools is based on guidance articulated by the California Department of Public Health in its [COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs](#) and is compliant with Section 4 of the [county public health order as well as the state-wide guidance from the Governor’s office](#). These guidelines are also aligned with the COVID-19 Safety Protocols set forth within the [California Department of Education’s Guidebook for Safe Reopening of Public Schools](#), when feasible.

A. Safety

1. The District shall follow health guidelines, including but not limited to:
 - a. Maintaining appropriate changes to physical layout to maintain physical distancing including but not limited to one-way hallways, barriers for classified staff between staff and students such as secretaries, and Child Nutrition and Bus Drivers.
 - b. The provision of many handwashing locations (soap and water, not sanitizer) and access for employees to wash hands throughout the day including adequate break time for employees to wash hands.
 - c. The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer when available).
2. The District agrees to maintain physical distancing standards in school facilities including but not limited to implementing plans incorporating the following components:
 - a. Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between adults, or current CDC-recommended distance.
 - b. To the extent possible, and as recommended by the CDC, attempt to create smaller student and educator cohorts and minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.
 - c. In a circumstance where sufficient physical distancing is difficult or impossible, all individuals, including staff, and students grades 3-8 must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
3. The District shall provide sufficient protective equipment to comply with CDPH and County Health Department guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

4. The District shall implement a plan for ongoing supply of protective equipment.
5. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings for students and staff.
6. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with California Department of Public Health (CDPH) and County Health Department guidance.
7. The District shall ensure sufficient supplies of hand sanitizer (when available), soap, hand washing stations, and paper towels.
8. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 - a. For staff engaged in symptom screening:
 - i. Face coverings, face shields, disposable gloves, and protective barriers.
 - b. In classroom surface cleaning:
 - i. Masks and gloves appropriate for all cleaning and disinfecting.
 - c. For all staff that must interact with the public including parents:
 - i. Protective barriers between staff and public, face masks and gloves.
9. The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:
 - a. Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.
 - b. When practicable, conduct staff meetings and training virtually. In person staff meetings and training will adhere to social distancing guidelines of 6 feet apart and will limit the total number of participants for smaller groups.
 - c. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
 - d. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees.
 - e. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
10. The District shall make available to all bargaining unit employees protective gear necessary to complete assigned tasks.

11. The District shall require face covering for all staff, visitors and students grades 3-8 on site in accordance with State/County health guidelines and orders. In accordance with state guidance, students grades preschool through 2nd are encouraged to wear a facial covering while in the classroom and indoor common areas.
12. The District shall enforce appropriate limitations on access to school sites, including screening of students, limits on non-student and non-employee access, and safe arrangements for student drop-off and pick-up.
13. The District shall establish and maintain a routine cleaning and disinfection schedule in accordance with State guidelines and orders. This is defined as a plan for keeping school facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.
14. The District agrees to the temporary closure and specialized disinfection of a site upon learning that infected persons were present at the school site.
15. The District agrees that re-closure of schools shall be made in conjunction with the County Health Department.
16. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during the COVID-19 crisis and agrees to make updates accessible to employees and parents. The District's IIPP was updated in June 2020 by the Board and includes an addendum that addresses the COVID-19 pandemic. The District's IIPP has been posted on the district website under the human resources section.
17. The district agrees to implement the state and county health department guidance for schools as to provide access by parents and other persons not on school staff, which state, at a minimum, face coverings should be worn:
 - a. While waiting to enter the school campus
 - b. While on school grounds (except when eating, or drinking)
 - c. While leaving school
 - d. While on a school bus
18. The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
19. The District will:
 - a. Exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC, CDPH and county health department guidelines for COVID-19 symptoms). Staff should discuss with the parent or caregiver and refer to the student's health history form or emergency card to identify whether the student has a history of allergies and asthma, which would not be reasons to exclude.
 - b. Monitor staff and students throughout the day for signs of illness.

- c. Determine any special or unique needs for students with disabilities related to planned district or school-wide procedures.

Students — Entering Campuses

- a. Passive Screening: Instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- b. Active Screening: Engage in symptom screening as students enter campus and buses, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperature is below 100 degrees Fahrenheit), and ask all students to disclose COVID-19 symptoms within the last 24 hours.
- c. Provide supervised, sufficient points of access to avoid larger gatherings.
- d. In accordance with state and county health guidance students grades 3-8 are required to wear face masks except those exempted by state or local agencies.
- e. If a student is symptomatic while entering campus or during the school day:
 - i. Students who develop symptoms of illness while at school should be separated from others right away, preferably isolated in an area through which others do not enter or pass.
 - ii. Any students or staff exhibiting symptoms should be required to immediately wear a face covering and wait in an isolation area until they can be transported home or to a healthcare facility. Students should remain in isolation with continued supervision and care until picked up by an authorized adult.
- f. Follow established guidelines for triaging students in the health office, recognizing not all symptoms are COVID-19 related.
- g. Advise parents of COVID sick students that students are not to return to school until they have met county health department criteria.
- h. Develop a plan for when students are symptomatic when boarding the bus.
- i. Protect and support students who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk by providing options such as virtual learning or independent study.

B. Reporting Unsafe Conditions

1. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor or to the human resources administration. The supervisor or human resources administration shall, within two (2) working days, respond in writing to the employee stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why not. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints, or to file a grievance for violation of this agreement.

C. Outside Visitors and Groups

1. The District agrees to:
 - a. Limit access to campus for parents and other visitors.
 - b. Require temperature screen for visitors permitted on campus.
 - c. Evaluate whether, and to what extent, external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school's health and safety plans, CDPH and county health department guidance.
 - d. Review facility use agreements and establish common facility protocols for all users of the facility.
 - e. Establish protocol for safely accepting deliveries.

D. Buses

1. The District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle in compliance with state and county guidance.
2. The District agrees to:
 - a. Ensure that drivers have access to surplus masks to provide to students.
 - b. Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
 - c. Instruct students and parents to maintain six feet distancing at bus stops and while loading and unloading.

E. Food Service

1. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms and outdoors, increasing meal service access points, staggering cafeteria use).
2. The District agrees to modify Food Service operations in accordance with the California Department of Health Guidance for Schools.
3. The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

F. Food Service (CDE Guidance)

1. The District agrees to:
 - a. Teach and reinforce handwashing and use of a cloth face covering by employees when near other employees or students.
 - b. Have adequate supplies for both employees and students including soap and hand sanitizer.
 - c. Post signs on how to stop the spread of COVID-19.
 - d. Update standard operating procedures for sanitation of school kitchens, cafeterias, food warehouses, and central production kitchens.
 - e. Train all employees on health and safety protocols, including correct application of disinfectants and maintaining physical distancing.
 - f. Clean and disinfect surfaces frequently touched by students during meal service, including tables, chairs, carts used in transportation, and point-of-service touch pads.
 - g. Ensure gloves, masks, and other supplies are readily available.
 - h. Assess whether to serve meals in the classroom or cafeteria or to use outdoor seating.
 - i. Encourage physical distancing through increased spacing, small groups, and limited mixing between groups, if feasible. Stagger mealtimes to allow for cleaning between meal services and to serve students in smaller groups.
 - j. Provide at least six feet of physical distancing between groups or tables by increasing table spacing, removing tables, marking tables as closed, or providing a physical barrier between tables.
 - k. Provide physical guides, such as tape on floors or sidewalks and signage on walls to ensure that students remain at least six feet apart in lines or while waiting for seating.
 - l. Remove or suspend use of self-service buffets for food and condiments and the use of share tables.
 - m. Staff shall wear masks and gloves while using point of service (POS) touch pads or have hand sanitizer available.
 - n. Consider increasing access points for providing meal service and consider adjusting employee shifts to minimize the number of staff in the kitchen.
 - o. Ensure cleaning of every table between groups of students or meal service times.
 - p. Consider grab-and-go student meals for consumption at home, including drive through, delivery, or curbside pick-up options, if allowable.
 - q. Notify parents and the school community about school meal service and options.
 - r. Use a variety of communication methods such as social media, newsletters, and school websites.

G. Training on Hygiene

1. The District agrees to follow the CDE's hygiene training recommendations, which state:
 - a. The District has a plan to address hygiene practices to ensure personal health and safety in school facilities.
 - b. In accordance with CDPH and Cal/OSHA guidance, and in consultation with local public health officials, develop a plan for handwashing that includes:

- i. Providing opportunities for students and staff to meet hand- washing frequency guidance.
 - ii. Ensuring sufficient access to handwashing stations.
 - iii. Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.
 - c. Train staff and students on proper handwashing techniques and PPE use.
 - d. Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings.

H. Screening of Bargaining Unit Staff

1. The District agrees to maintain specific plans for health screenings, COVID-19 tests and temperature checks of staff in accordance with State and County Health guidelines.
2. Staff shall respond to health screening questions that are based on CDC recognized COVID related symptoms, including but not limited to:
 - i. Fever or chills
 - ii. Cough
 - iii. Shortness of breath or difficulty breathing
 - iv. Fatigue
 - v. Muscle or body aches
 - vi. Headache
 - vii. New loss of taste or smell
 - viii. Sore throat
 - ix. Congestion or runny nose
 - x. Nausea or vomiting
 - xi. Diarrhea
3. Screening records shall be kept confidential.
4. The parties agree no employee discipline may occur related to screenings.
5. Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.

I. Testing and Tracing

1. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work.
2. The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19.
3. The District shall notify CSEA of bargaining unit member exposure to COVID-19.

4. CSEA agrees to cooperate with the District in any necessary public health actions, such as, but not limited to contact tracing of infected individuals.
5. The district shall comply with the Governor's orders on testing staff for the COVID-19 virus.

J. Workload and Staffing

1. The District and CSEA agree to meet on a regular basis to address anticipated increased workload concerns, installation of additional safety barriers, cleaning, child nutrition, additional bus routes etc.
2. No staff shall be disciplined due to workload issues.

FOR CSEA:





CSEA Representative

Date: 08/10/2020

FOR THE DISTRICT:



Date: 08/10/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION REGARDING SCHOOL REOPENINGS

BACKGROUND INFORMATION:

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding school reopenings. This agreement is subject to SYEA ratification.

RECOMMENDATION:

Approve the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding school reopenings.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TBD	TBD	
(Amount)	(Name of funding source and/or location)	

Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial	Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND
THE SAN YSIDRO EDUCATION ASSOCIATION
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS
FOR THE 2020-21 SCHOOL YEAR**

The San Ysidro School District (“District”) and the San Ysidro Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the COVID-19 pandemic and the opening of schools for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

The Parties agree to the following:

1.0 DEFINITIONS

1.01 “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, multiple purpose rooms (MPR’s), cafeterias, or any other common space on a school campus or through a virtual platform.

1.02 “Common Equipment” – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

1.03 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds,

blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

- 1.04 “Face Coverings” – cloth or disposable face coverings, masks, or face shields as recommended by federal, state, and local public health guidance.
- 1.05 “Hand Sanitizer” – also called hand antiseptic, hand rub, or hand rub, agent applied to the hands for the purpose of removing common pathogens (disease-causing organisms).
 - 1.05.1 The District shall provide a product that contains at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Hand sanitizers containing isopropyl alcohol and/or methanol are toxic and shall not be used.
- 1.06 “Personal Protective Equipment” (“PPE”) – this refers to equipment that is used to limit or prevent the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.07 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 1.08 “Workspace” – any location where a unit member can reasonably be expected to be required to perform assigned duties.
- 1.09 “Distance Learning” - instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.01 The District shall provide PPE to all unit members and students prior to being required to report to a school site.
- 2.02 Unit members shall be responsible for bringing their District-provided PPE when they report to a school site. If the unit member fails to bring their District-provided PPE, the District shall provide the unit member with a replacement for the day.
- 2.03 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.04 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 2.05 No unit member will be required to perform their duties on site without

proper District-provided PPE. Members shall not be negatively affected or suffer a loss of pay due to the District's failure to provide sufficient PPE.

Face Covering Requirements/Masks

2.06 The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. As of the date of this MOU, the following state guidelines shall be enforced:

2.06.1 When schools are providing in-person instruction, the District shall mandate all staff wear masks. The District shall also mandate that all students graded 3-8 wear masks and shall strongly encourage all students' grades 2 and below wear a mask. Students in grades 3-8 who refuse to wear a mask may be referred to distance learning-only instruction. Administrators will work with and support unit members in their endeavors to actively encourage students grades 2 and below to wear a mask. The district shall provide and install plexi-glass barriers for all preschool - 2nd grade students. N95 respirators shall be made available to all unit members who teach preschool through second grade.

2.07 Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades 3-8, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

2.07.1 Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt) if medically indicated.

2.07.2 Masks and face shields may not be required for students with medical, cognitive or behavioral needs if the mask or face shield may interfere with access to their learning environment. The district shall verify that appropriate documentation is on file when determining that a behavioral or medical need would impede the use of a mask or face shield.

2.07.3 N95 respirators shall be fit-tested and provided to unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness.

Hand Washing Requirements

2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

2.09 The District shall comply with the following hand washing requirements:

2.09.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no touch hand drying equipment.

- 2.09.2 Every classroom shall be provided medically effective hand sanitizer.
- 2.09.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
- 2.09.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
- 2.09.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

Protective Shielding

- 2.10 Individuals not working in classrooms but who must interact with the public (such as but not limited to office workers) shall have a plexi-glass or similar barrier between their workstation and the public.

3.0 ADHERENCE TO HEALTH GUIDANCE

The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and the County Public Health Department.

As of the date of this MOU, the following guidelines shall be followed:

Schools in counties on the state’s watch list must provide distance learning only when beginning the school year and cannot open for in-person instruction until they have been removed from that monitoring list for 14 consecutive days.

For LEAs in counties not on the state's watch list, they retain discretion to begin the school year in accordance with the instructional models laid out in SB 98 (in-person, distance learning, or hybrid)

- 3.01 Where there is a conflict between the various guidelines or orders applicable to the district, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.02 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines applicable to the district in section 3.01.

Physical Distancing: Classroom/Instructional/Academic Learning Spaces

- 3.03 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.

- 3.04 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
- 3.04.1 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.04.2 In a school setting where the minimum physical distancing requirement is insufficient to provide necessary academic instruction, alternative and effective safety devices shall be used such as plexi-glass barriers and/or face shields with neck drapes. Time spent in close proximity shall be minimized to the extent possible.
- 3.05 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.
- 3.06 The District shall structure all work assignments to minimize as much as possible the number of total contacts for all people at a school or worksite.

Student Lunch

- 3.07 Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).
- 3.08 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.
- 3.09 If the District requires students to stay in class for lunch the District shall compensate unit members for the loss of their duty-free lunch at the student contact rate as defined in the CBA. The parties will continue to meet and discuss issues related to student lunch prior to the launch of blended learning.

One-Way Directions/Movement

- 3.10 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.
- 3.11 In order to comply with physical distancing requirements, the following shall be utilized:
- 3.12 School sites shall identify multiple access points to be used for student and parent entry and exit before and after school.
- 3.12.1 Where possible, staff, students, and parents will be assigned an entry and exit point for use when coming to school for in-person learning.

3.12.2 Unit members shall not be assigned to monitor entry and exit locations in order to minimize the number of different people with whom a unit member interacts.

3.12.3 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for unit members.

Break Times/Student Recess Duties

3.13 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

3.13.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.

3.13.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

Staff Meetings and Gatherings

3.14 In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences) unless the District can ensure a minimum of six (6) feet of physical distance between all people for the duration of the meeting and for entering/leaving the meeting. Otherwise, all meetings shall be held virtually and shall be scheduled during non-instructional time. When meetings are held outside contract time, the unit members shall be paid at the non-student contact rate. If teachers are required to sit in at meetings during their prep time or non-instructional time they shall be compensated according to the CBA.

3.15 Large in-person gatherings (i.e. school assemblies) are currently prohibited. Churches/Organizations using school facilities shall comply with all local, state and federal guidelines. . Notwithstanding sections 3.12 and 3.13, all other provisions of the CBA regarding meetings apply.

Student Cohorts

3.16 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts. Classroom aides, paraprofessionals, and other unit members working in classrooms with students will, as practicable, be assigned to only one cohort.

3.16.1 Unit members shall interact in-person with students from no more than three (3) classroom cohorts in the same workday in order to minimize

their potential exposure to COVID-19.

- 3.17 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness.

Other Health and Safety Issues/Daily Cleaning and Disinfecting

- 3.18 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- 3.19 Daily cleaning and disinfecting as described in Section 3.16 shall be done by trained custodial personnel or other unit members as agreed which may include documentation and charting in every classroom or workspace for unit members to view.
- 3.20 When choosing cleaning products, the District shall consult information on Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens. Products with emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses. Employees will follow the manufacturer's instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.)
- 3.21 Upon request of the Association, The District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Regular Decontamination and Disinfection of Classroom Spaces

- 3.22 Regular decontamination of classroom space(s) and staff workspace(s) shall be completed immediately upon district knowledge of exposure. Decontamination shall be done by trained, qualified staff. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 3.23 Regular disinfection of classroom space(s) and staff workspace(s) shall be completed no less than once per week.

Air Ventilation and Filtration

- 3.24 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

- 3.25 The District shall ensure all HVAC systems operate with the economizer mode maximized which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and set all outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 3.25.1 HVAC units shall be equipped with HEPA filters and changed at the recommended intervals.
- 3.25.2 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise Air Purifier(s) system(s) that are equipped with HEPA air filters sized appropriately to the square footage of the room.
- 3.25.3 If an individual tests positive for COVID-19, the District shall replace the HVAC filters at the school site or in the building.

Health Screening, Testing, Notification, and Contact Tracing

- 3.26 The District shall ensure the following:
- 3.26.1 The health screening, testing, and notification of all individuals on the school campus;
- 3.26.2 Coordination with the County Public Health Department;
- 3.26.3 Care for any individuals that manifest symptoms associated with COVID-19;
- 3.26.4 Implementation of quarantine protocols; and
- 3.26.5 Train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
- 3.27 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks.
- 3.27.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
- 3.27.2 All students and staff will be trained on these protocols and procedures.
- 3.28 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 3.29 Upon notification that an employee or student has been infected with COVID-19, the District shall inform the County Public Health Department. All persons who may have come in contact with the infected individual shall be notified through the County Public Health Department. The District shall

notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

Staff COVID Testing and contract tracing

3.30 To the degree available and extent possible, all bargaining unit members shall be provided free, COVID-19 testing as coordinated and determined by the District. The District shall make every effort to comply with the state public health recommendations on testing. .

4.0 DAYS AND HOURS

4.01 Unit members shall report to work according to the bargaining unit member start time in the CBA, individual contract, or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in job assignments prior to COVID-19.

4.02 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

4.03 The District shall work with employees to allow for flexible work hours and other social distance strategies where possible.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

4.04 To the extent allowable by law, any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

2020-2021 Academic Calendar

4.05 The Parties have agreed to revise the current 2020-2021 school year calendar.

Training Days or Hours

4.06 Unless already provided for in the CBA, no more than two (2) additional Training Days or equivalent work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member's work year and compensated at \$250 per day.

5.0 LEAVES

13.7

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Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

5.01 For unit member self-care - A unit member shall use up to 80 hours of available federal paid sick leave under the FFCRA if the unit member:

- (1) Is unable to work due to government issued quarantine or isolation order related to COVID-19,
- (2) Has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work,
- (3) Is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work.

The District may request verification prior to placing a unit member on paid leave. After FFCRA leave is exhausted, unit members may use accrued sick leave.

5.02 For unit members to care for others - A unit member may use up to 80 hours of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for:

- (1) A minor child due to a COVID-19 related school closure,
- (2) An individual subject to government issued quarantine or isolation order related to COVID-19,
- (3) An individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or
- (4) An individual who is experiencing symptoms of COVID-19 and is seeking diagnosis.

The District may request verification prior to placing a unit member on paid leave. Unit members may use sick leave to supplement the FFCRA leave amount.

Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

5.03 Unit members who work directly with students or the general public and who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall be provided an alternate work assignment without loss of compensation or benefits if at all possible.

Industrial Accident Leave/Workers Compensation

5.04 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker’s Compensation remain in effect.

5.05 The District acknowledges and will comply with the provisions of Executive Order N-62-20 establishing temporary “presumptive eligibility” for workers’ compensation benefits to any bargaining unit member who is directed to report to their place of employment and then subsequently contracts COVID-19.

6.0 TRANSFERS / DISTANCE LEARNING/BLENDED LEARNING ASSIGNMENTS

- 6.01 The parties agree to meet to discuss possibly allowing those whose assignments are cut or deemed unnecessary during these irregular times to work outside of their normal class or classification and the steps to do so.
- 6.02 If the District is able to or plans to maintain some unit members working remotely, the following procedures shall apply to the assignment of the remote work:
 - 6.02.1 Unit members may request a remote assignment via email. The request may include the reasons for the bargaining unit member’s request, including that they are seeking the remote assignment because either they or someone in their household is at high risk for COVID-19. Priority for remote assignments shall be given to those qualified individuals who are requesting the remote assignment because either they or someone in their household is at high risk for COVID-19, in order of seniority.
 - 6.02.2 If after giving priority of assignment to these qualified individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority among qualified employees.

7.0 PAY AND BENEFITS

- 7.01 While working under any model for school opening or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. Bargaining unit members who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA only if the duties can and are performed.
- 7.02 The District shall issue a one-time stipend for the amount of \$500 to all bargaining unit members working remotely for reasonable costs associated with purchasing equipment, improving home internet bandwidth, or other necessary materials not provided by the District directly. This stipend should be provided no later than October 31, 2020.

8.0 EVALUATION

- 8.01 The period of time from the start of the school year through October 16, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to the realities of the new paradigm. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

9.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 9.01 Staff, administrators, and students who are sick are expected to remain home and

shall not be permitted on a District site while sick.

- 9.02 If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14) day quarantine. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students in the cohort will continue to have the services of any classified personnel assigned to the cohort, and the bargaining unit member, if medically able to do so, shall continue to provide services to the cohort during distance learning. The unit member being quarantined will be provided at least one (1) duty free workday to plan and prepare for distance learning.
- 9.03 The District will work with the County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 9.04 A school must stop in-person instruction if multiple cohorts within the school have confirmed cases or once more than 5% of the school's population has tested positive. A classroom cohort must stop in-person instruction if there is a confirmed case within the cohort.
- 9.05 A school district must stop in-person instruction if 25% of their schools are closed within a 14-day period
- 9.06 Within 48 hours of school and/or District closure, the academic program shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model.
- 9.07 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 9.08 The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

10.0 TRAINING

- 10.01 Consistent with federal, state, and local public health official guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 10.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 10.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 10.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;

- 10.01.4 Health screening protocols and procedures;
 - 10.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 10.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - 10.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 10.01.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 10.02 The District shall provide appropriate software and training for bargaining unit members required to perform their assignment or engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.
- 10.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA and as agreed to by the Association.

11.0 ACCOMMODATION

- 11.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- 11.02 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.
- 11.03 If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
- 11.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 11.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- 11.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

- 11.06.1 Providing additional or enhanced PPE;
- 11.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
- 11.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- 11.06.4 Moving the employee workstations; and
- 11.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

12.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

- 12.01 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites with advanced notice to the site administrator and in compliance with all Covid-related safety procedures.

13.0 SCHEDULING

- 13.01 Bargaining unit members are expected to return to work remotely on Wednesday, August 12th. Unit members shall have 1.5 days of professional development and 1.5 days of preparation time from August 12th-August 14th. Bargaining unit member contractual days prior to the commencement of instruction shall consist of professional development, staff meetings, collaboration meetings, and/or preparation time as determined by the current collective bargaining agreement.
- 13.02 Instruction shall begin through distance learning on Monday, August 17th. Distance learning shall continue at least through the end of September, and after that, in accordance with state and county health official guidance regarding reopening.

14.0 INSTRUCTION

Instruction

- 14.01 The district shall work with reopening instructional committees while following the guidelines for instruction set forth in [AB 77](#), [SB 98](#) and the [California Department of Education's Guidebook for Safe Reopening of Public Schools](#) to develop instructional models that meet the needs of all students in compliance with the guidance provided. The District shall share all documents with reopening instructional committees in order to facilitate collaboration.

- 14.02 Two instructional scenarios are outlined within this MOU:
- 14.02.1 Distance learning instructional model
 - 14.02.2 Hybrid instructional model
 - a. Includes 2 days of onsite instruction and 3 days of distance learning
- 14.03 Unit members shall work with their site administrator in choosing to conduct class from their home, school site classroom, or another suitable location.
- 14.04 Adjustments to the instructional schedule before and/or after the commencement of the 2020-2021 school year shall be determined by the District in consultation with the Association.

Instructional Models

- 14.05 In accordance with Assembly Bill 77 and Senate Bill 98 distance learning shall include, but is not limited to:
- 14.05.1 Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - 14.05.2 Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
 - 14.05.3 Special education, related services, and any other services required by a pupil's individualized education program with accommodations necessary to ensure that individualized education program can be executed.
 - 14.05.4 Designated and integrated instruction in English language development.
 - 14.05.5 Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
- 14.06 The principle method of distance learning instruction shall be delivered using the Google Classroom & Google Meets Platforms.
- 14.07 Unit members shall report any known, inappropriate, online student behavior occurring within distance learning to their site administrator. Unit members shall be held harmless for any such behavior from a student and/or parent(s), any accidental breach or disclosure of private information, and any liability associated with use of personal technology equipment.
- 14.08 Hybrid instructional model will include a blended approach to instruction with 2

days of on campus instruction and 3 days of distance learning.

14.08.1 Elementary School

- a. Students will attend school on either Monday/Wednesday-Group A or Tuesday/Thursday-Group B configuration, with Friday being a Distance Learning day for all students.

14.08.2 Middle School

- a. Students will attend school in a block scheduling format with Periods 1-3 on Monday and Wednesday & Periods 4-6 on Tuesday and Thursday, with Friday being a Distance Learning Day for Periods 1-6.

14.08.3 The District shall make every effort to limit the mixing of student cohorts. The parties agree to meet and come to an agreement on the impacts for unit members prior to the implementation of blended learning

Instructional Schedules

14.09 In accordance with the requirements set forth in Assembly Bill 77 and Senate Bill 98, the District shall determine the instructional schedules for all grade levels in both instructional models. The distance learning instructional schedules are set forth in Exhibit A. The parties agree to meet and discuss the hybrid instructional schedule prior to implementation.

15.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

15.01 The District and Association agree to meet monthly during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns.

15.02 The Parties shall meet to consult to provide meaningful input into the “Safe Reopening Plan for K-12 Schools” before the District posts it at all District sites. All “Safe Reopening Plans for K-12 Schools” shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites.

15.03 The District shall provide all bargaining unit members at a school site with the individual’s name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the County Public Health Department.

15.04 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

16.0 DURATION

16.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

16.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

FOR THE ASSOCIATION:

G. Sanchez

Date: 8-10-2020

FOR THE DISTRICT:

Rh

Date: 08/10/2020

EXHIBIT A

GR Pre-K Distance Learning Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	Prep to Get Online	Prep to Get Online	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online
8:30 AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30 AM	Student Start Time
20 min 8:30 – 8:50	Synchronous Circle Time: Attendance Welcome Song ELA/ELD	Synchronous Circle Time: Attendance Welcome Song MATH/ELD	Synchronous Circle Time: Attendance Welcome Song ELA/ELD	Synchronous Circle Time: Attendance Welcome Song MATH/ELD	20 min 8:30 – 8:50	Synchronous: Circle Time: Attendance STEAM Story
20 min 8:50 – 9:10	ELA Synchronous Direct Instruction	Math Synchronous Direct Instruction	ELA Synchronous Direct Instruction	Math Synchronous Direct Instruction	15 min 8:50 – 9:05	Synchronous: STEAM Lesson/Activity
15 min 9:10 – 9:25	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	10 min 9:05 – 9:15	Synchronous: Closing Circle Time
15 min 9:25 – 9:40	Synchronous: Story Time	Synchronous: Story Time	Synchronous: Story Time	Synchronous: Story Time	1 hour 9:15 – 10:15	Independent Student Asynchronous Activities: Enrichment, ART, Fine Motor, manipulative play
10 min 9:40 – 9:50	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	1 hour & 15 min	Teacher Planning
10 min 9:50 – 10:00	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	1 hour	PD/DRS Time
45 min	Teacher Planning	Teacher Planning	Teacher Planning	Teacher Planning	Mon-Thu = 1.5 Hours Instruction Fri = 45 min of Instruction	
45 min	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

TK/K Distance Learning Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 min 8:30 – 9:00	Attendance* Social Studies/Science/PE/ART (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL			
25 min 9:00 – 9:25	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD: Teacher Led Small Groups
30 min 9:25 – 9:55	ELA Independent Practice	ELA Independent Practice	ELA Independent Practice	ELA Independent Practice	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level
30 min 9:55 – 10:25	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities Asynchronous Leveled Tech Ed Assignments
					1 hour & 45 min	PD/DRS Time
45 min 10:25 – 11:10	LUNCH	LUNCH	LUNCH	LUNCH	45 min	LUNCH
30 min 11:10 – 11:40	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	*Attendance shall be taken daily (within Syngery) in accordance with Senate Bill 98. **Acknowledging the need for SEL does not show agreement by SYEA that article 17(workload) has not been violated.	
30 min 11:40 – 12:10	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups		
20 min 12:10 – 12:30	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**		
1 Hour & 35 min	Teacher prep Plan/check work/ Reach out to parents	Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.				
1 Hour & 30 min	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

GR 1-3 Distance Learning Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 min 8:30 – 9:00	Attendance* Social Studies/Science PE/ART (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL			
30 min 9:00 – 9:30	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD: Teacher Led Small Groups
50 min 9:30 – 10:20	ELA Asynchronous (Video/Independent) Video supplied by Benchmark Bank	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level			
45 min 10:20 – 11:05	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities Asynchronous - Leveled Tech Ed
45 min 11:05 - 11:50	LUNCH	LUNCH	LUNCH	LUNCH	1 hour & 45 min	PD/DRS Time
					45 min	LUNCH
30 min 11:50 – 12:20	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	*Attendance shall be taken daily (within Synergy) in accordance with Senate Bill 98. **Acknowledging the need for SEL does not show agreement by SYEA that article 17(workload) has not been violated.	
50 min 12:20 – 1:10	Math Asynchronous (Video/Independent) Video supplied by MyMath Bank					
20 min 1:10 – 1:30	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**		
1 Hour & 15 min	Teacher prep Plan/check work/ Reach out to parents	Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.				
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

GR 4-6 Distance Learning Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 mins 8:30 – 9:00	Attendance* Social Studies/Science/PE/Art (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL**			
30 min 9:00 – 9:30	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD Groups Synchronous
50 min 9:30 – 10:20	ELA Asynchronous (Video/Independent) Video supplied by Benchmark Bank	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level			
45 min 10:20 – 11:05	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities: Asynchronous Leveld Tech Ed Assignments
45 min 11:05 – 11:50	LUNCH	LUNCH	LUNCH	LUNCH	1 hour & 45 min	PD/DRS Time
					45 min	LUNCH
30 min 11:50 – 12:20	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	*Attendance shall be taken daily (within Synergy) in accordance with Senate Bill 98. **Acknowledging the need for SEL does not show agreement by SYEA that article 17(workload) has not been violated.	
50 min 12:20 – 1:10	Math Asynchronous (Video/Independent) Video supplied by MyMath Bank					
30 min 1:10 – 1:40	Advisory Synchronous SEL***	Advisory Synchronous SEL***	Advisory Synchronous SEL***	Advisory Synchronous SEL***		
1 Hour & 15 min	Teacher prep Plan/check work/ Reach out to parents	Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.				
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

7-8 Distance Learning Schedule

	Monday (P1,P2, P3)	Tuesday (P4,P5, P6)	Wednesday (P1,P2, P3)	Thursday (P4,P5, P6)	Friday (P1-P6) - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 mins 8:30 – 9:00	Advisory: Attendance* Synchronous SEL	Advisory: Attendance* Synchronous SEL	Advisory: Attendance* Synchronous SEL	Advisory: Attendance* Synchronous SEL	30 min 8:30 – 9:00	Advisory: Attendance* Synchronous SEL
P1 or P4 75 min 9:00 – 10:15	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P1 - 20 min 9:00 – 9:20	HW Support Tutoring
15 min 10:15 – 10:30	BREAK	BREAK	BREAK	BREAK	P2 - 20 min 9:20 – 9:40	HW Support / Tutoring
P2 or P5 75 min 10:30 – 11:45	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P3 - 20 min 9:40 – 10:00	HW Support Tutoring
45 min 11:45 – 12:30	LUNCH	LUNCH	LUNCH	LUNCH	P4 - 20 min 10:00 – 10:20	HW Support / Tutoring
P3 or P6 75 min 12:30 – 1:45	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P5 - 20 min 10:20 – 10:40	HW Support Tutoring
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time	P6 - 20 min 10:40 – 11:00	HW Support / Tutoring
					1 hour & 15 min	PD/DRS Time
*Attendance shall be taken daily at the beginning of each period (within Syngery) in accordance with Senate Bill 98.					45 min	Lunch

Distance Learning Code of Conduct

- Students are responsible for proper behavior during online learning.
- Students will always use a computer in a way that shows consideration and respect.
- It is not acceptable to use obscene, profane, threatening, or disrespectful language,
- Report all safety and security problems especially when on platforms that involve multiple users.
- Recording staff and disseminating, posting videos/pictures will result in disciplinary action.
- Sending or posting messages to slander, bully, or defame others will result in disciplinary action. .
- The Recording and transmitting of a class session will result in disciplinary action.
- Students must wear appropriate clothing for class sessions.
- Students must treat one another with respect and will not participate in cyber bullying and/or harassment.
- Students will not disrupt the virtual learning environment
- Students must log in on time for the class session each day,
- Cheating will not be tolerated and will be reported to the administrator.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 20/21-0011

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is important that the Governing Board maintain a current register of persons authorized to act on behalf of the school district.

Resolution No. 20/21-0011 gives the Superintendent and the Chief Business Official the authority necessary to sign and enter into agreements with a limit of up to \$30,000.00 to carry out District business. Agreements will then be submitted for Board ratification. This Resolution is for fiscal year 2020-21 effective August 14, 2020 to June 30, 2021.

RECOMMENDATION:

Approve Resolution No. 20/21-0011 Delegation of Authority designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized agents to sign and enter contracts to carry out District business effective August 14, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

Resolution No. 20/21-0011 Delegation of Authority

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than \$30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of \$15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2020-21 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 13th day of August 2020, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

I, Rodolfo Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: August 13, 2020

Clerk of the Governing Board

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director Informational
 Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

In 2000, a lawsuit against the State of California, State Board of Education and California Department of Education claimed that the State failed to provide poor and under privileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all of the requirements of Williams Settlement.

Willow School will be visited at the beginning of the 2020-2021 school year. Prior to this visit, the Governing Board needs to approve the list of instructional materials.

RECOMMENDATION:

Approve the San Ysidro School District Instructional Materials/Textbook List for the 2020-2021 school year.

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 #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

San Ysidro School District Instructional Materials 2020-2021

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transitional Kinder)	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Benchmark Advance - 2018
Kinder	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
First Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
Second Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
	English	English Language Arts	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC)

Third Grade	Mainstream, SEI, and SDC	Mathematics Science History/Social Science ELD	McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Advance- 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
Fourth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Advance- 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Steps To Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State--2007
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Advance- 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Step To Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation--2007
	English Mainstream	English Language Arts Mathematics	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard - 2017

Sixth Grade	and SEI	Science History/Social Science ELD	McMillan/McGraw-Hill CA Science - Big Book--2008 McMillan/McGraw-Hill CA Vistas - We Learn Together -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Advance- 2018 College Board Springboard - 2017 McMillan/McGraw-Hill CA Science—Spanish version - Big Books - 2008 McMillan/McGraw-Hill CA Vistas—Spanish -2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Steps To Advance - 2018 College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas— Ancient Civilizations --2007
Seventh Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart, & Winston—CA Studies: World History-Medieval to Early Modern Times—2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart, & Winston—CA Studies: World History-Medieval to Early Modern Times—2006
	ELD 3-4	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006
	Elective	Spanish	Prentice Hall--Realidades -- 2008

Eighth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
	ELD 3-4	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
	Other	Spanish	Prentice Hall--Realidades -- 2008

Revised June 2016; Revisions per Williams team suggestions – August 2016; Revisions per Math adoption – July 2017, Revisions per ELA/ELD adoption – July 2020, Revisions per GR 7/GR 8 Science Open Source Materials

NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

To be in compliance with State guidelines pertaining Uniform Complaint Procedure (UCP), our District needs to annually approve UCPs 1 & 4.

UCP 1 ~ Uniform Complaint Procedure:

Local Education Agencies (LEAs), are required to establish Uniform Complaint Procedure (UCP) policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, local education agencies (LEA) must have a process that meets both Federal and State requirements for the investigation and resolution of uniform complaint procedure (UCP) complaints filed at the LEA.

UCP 4 ~ Williams Uniform Complaint Procedure:

LEAs are required to establish Williams Complaint policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, the document meets State requirements for the investigation and resolution of Williams complaints filed at the LEAs.

RECOMMENDATION:

Approve the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement and Goal 3: Parent Engagement.

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

Superintendent's Office Certification:

California Department of Education
Uniform Complaint Procedures (UCP)
Policies and Procedures

2020-2021

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476
www.sysdschools.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on [*Enter Month day, year*]

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by San Ysidro School District of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of *San Ysidro School District*

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the San Ysidro School District that are subject to the UCP.

The San Ysidro School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our governing board or authorized designee.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical Education (Federal)
- Child Care and Development
- Compensatory Education
- Consolidated Application
- Course Periods without Educational Content
- Education Of Pupils In Foster Care, Pupils Who Are Homeless, Former Juvenile Court Pupils Now Enrolled In A School District, and Pupils Of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans For Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health And Safety Issues In LEAs Exempt From Licensing

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.

Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).

Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California *Education Code (EC)* Section 52060(d).

The UCP Annual Notice

We ensure annual dissemination of a written notice of our complaint procedures to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

Our UCP Annual Notice shall also include information regarding the requirements of *EC* Section 49010 through 49013 relating to pupil fees and information regarding the requirements of *EC* Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Filing UCP Complaints

When Filing Pupil Fees UCP Complaints

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.

When Filing All UCP Complaints

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the San Ysidro School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report will be issued to the complainant by us within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

- i. The findings of fact based on the evidence gathered.
- ii. Conclusion of law.
- iii. Disposition of the complaint.
- iv. The rationale for such a disposition.
- v. Corrective actions, if any are warranted.
- vi. Notice of the complainant's right to appeal our Decision to the CDE.

UCP Complaint Investigation

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is

Name & Title: Dr. David Farkas, Executive Director

Office: Human Resources

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

Phone: 619-428-4476

Electronic mail address: david.farkas@sysdschools.org

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

The San Ysidro School District will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in *EC* Section 200 and 220 and Government Code (*GC*) Section 11135, including any actual or perceived characteristics as set forth in Penal Code (*PC*) Section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics

in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

If the San Ysidro School District finds merit in a complaint regarding Pupil Fees; Local Control and Accountability Plan (LCAP); and/or Physical Education Instructional Minutes (grades one through eight), the remedy shall to go all affected pupils and parents/guardians.

If we find merit in a complaint regarding Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

UCP Complaint Appeal Process

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

A complainant may appeal our UCP complaint report to the State Superintendent of Public Instruction or his or her designee at the CDE (here and after known as SSPI) regarding all specified federal and state educational programs subject to the UCP.

To appeal our UCP complaint report the complainant must file a written appeal within 15 calendar days of receiving our UCP complaint report.

However, to appeal our UCP complaint report regarding complaints about State Preschool Health and Safety Issues in LEAs Exempt from Licensing the complainant must file a written appeal within 30 calendar days of receiving the LEA's decision.

This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition the appeal shall be sent to CDE with:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

UCP Requirements Regarding State Preschool Health and Safety Issues:

The UCP Annual Notice and our State Preschool Program

In order to identify appropriate subjects of state preschool health and safety issues, we also have a notice that is posted in each California state preschool program classroom in each school notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations* that apply to California state preschool programs pursuant to *HSC* section 1596.7925 and (2) where to get a form for a state preschool health and safety issues complaint.

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

UCP complaints regarding state preschool health and safety issues pursuant to *HSC* section 1596.7925 shall include the following statements:

File with the preschool program administrator or his or her designee.

A state preschool health and safety issues complaint pursuant to *HSC* section 1596.7925 about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate local educational agency official for resolution.

A state preschool health and safety issues complaint pursuant to *HSC* section 1596.7925 may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Section 48985 of the *Education Code* is otherwise applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue pursuant to *HSC* section 1596.7925 shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as he or she wishes.

The preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

When Filing An Appeal Regarding State Preschool Health and Safety Issues UCP Complaints

A complainant who is not satisfied with the resolution of our LEA's preschool program administrator or designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of the governing board or body and file an appeal to the State Superintendent of Public Instruction (SSPI) within 30 days of the date of the report.

The complainant shall comply with the appeal requirements of 5 *CCR* section 4632.

The SSPI shall then comply with the requirements of 5 *CCR* section 4633 and shall provide a written Decision to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues complaint and its remedy or proposed remedy.

The San Ysidro School District shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints pursuant to *HSC* section 1596.7925 on a quarterly basis to our county superintendent of schools and our governing board or body. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our governing board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

We are aware that complaints and responses are public records.

Federal and State Laws Cited:

20 *United States Code* [20 U.S.C.] section 6301 et seq.

34 *Code of Federal Regulations* [34 CFR] sections 299.11.

5 *California Code of Regulations* [5 CCR] sections 4621[a], 4632, 4633.

California Education Code [EC] sections 200, 220, 222, 234.1-234.5, 262.3, 8200 – 8498, 8500 – 8538, 32280 – 32289, 33315, 33380 – 33384, 35186, 46015, 47606.5, 47607.3, 48645.5, 48645.7, 48853, 48853.5, 48985, 49069.5, 49010 – 49013, 51210, 51222, 51223, 51225.1, 51225.2, 51226–51226.1, 51228.1 – 51228.3, 52059, 52060 – 52075, 52300 – 52462, 52500 – 52617, 54440 – 54445, 64000, 64001, 65000.

California Government Code [GC] sections 11135, 17581.6[f].

California Health and Safety Code [HSC] section 1596.7925.

California Penal Code [PC] section 422.55.

California Welfare and Institutions Code [WIC] section 300.

California Department of Education

Williams Complaint Policies and Procedures

2020-2021

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

Adopted by our Governing Board on [Enter Month day, year]

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The San Ysidro School District adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the San Ysidro School District

The San Ysidro School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* Section 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and

the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.

- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the San Ysidro School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* Section 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws Cited:

California *Education Code* Sections 1240, 17592.72, 35186, 35292.5, 48985.

California *Code of Regulations*, Title 5 [5 *CCR*] Sections 4600–4687

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – AUGUST

BACKGROUND INFORMATION:

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

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

- Review of Updated Schools Guidance Webinar - July 20, 2020
- San Diego Food Bank Annual Meeting and COVID-19 Town Hall - July 22, 2020
- ASES Relaunch Guide Information Session – July 27, 2020
- Second Ste Train-The-Trainer Professional Development, Via Zoom – August 3, 2020
- The Zones of Regulation All Day Webinar – August 13, 2020 - \$190.00 p/participant
- California SEL Roadshow 3-Day Institute – July 28, August 18 & 21, 2020 - \$400.00 per team
- Joint Homeless & AB 490 Foster Care District Liaison Meeting - September 10, 2020.
- 2020 NAEHCY Virtual Conference - October 5-9, 2020 - \$150.00 p/person
- Fall Homeless Education Coordinators Meeting - September 22-23, 2020
- DA Support for Learning Continuity and Attendance Plan Development- August 5, 2020
- R9 Virtual Learning Community: Virtual Programming – August 5, 2020
- Attendance Awareness Campaign Update Webinar - August 19, 2020
- Business Executives Leadership Program – CBO Certification – October 9, 2020-Jan. 16, 2022 - \$5,400.00
- Reopening Schools in the COVID-19 Climate: Complying With the Civic Center Act – August 12, 2020
- Staffing and Enrollment Strategies: Managing the COVID-19 Collapse—An Interactive Two-Part Webinar Series – 4 different days - \$1,100.00

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

APPROXIMATE COST
\$8,000.00

(Amount)

General, Title II and McKinney-Vento Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

14A.3

Page 1 of 4

Professional Development Backup Information – August 13, 2020

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Omar Calleros	Review of Updated Schools Guidance Webinar	Online	July 20, 2020	\$0	No Cost
Omar Calleros	San Diego Food Bank Annual Meeting and COVID-19 Town Hall	Online	July 22, 2020	\$0	No Cost
Omar Calleros	ASES Relaunch Guide Information Session	Online	July 27, 2020	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Laura English, Consuelo Carranza, Erika Meza, Russell Little, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Maria Preciado, Irene Herrera Cevallos, Rick Quintana, Denise Villezcas	Second Ste Train-The-Trainer Professional Development, Via Zoom	Online	August 3, 2020	\$0	No Cost
Diana Flores Maricela Cali, Marianna Rochin, Aleyda Santoyo Christian Cali	The Zones of Regulation All Day Webinar	Online	August 13, 2020	\$950.00	Title II Fund

Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Denise Villescaz, Rick Quintana, Karina Victorino	California SEL Roadshow 3-Day Institute	Online	July 29, 2020 Aug. 18, 2020 Aug. 21, 2020	\$400.00	Title II Fund
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	Online	Sept. 10, 2020	\$0	No Cost
Veronica Medina	2020 NAEHCY Virtual Conference	Online	October 5-9, 2020	\$150.00	McKinney-V ento Fund
Veronica Medina	Fall Homeless Education Coordinators Meeting	Online	September 22-23, 2020	\$0	No Cost
Omar Calleros	DA Support for Learning Continuity and Attendance Plan Development --- R9 Virtual Learning Community: Virtual Programming	Online	August 5, 2020	\$0	No Cost
Veronica Aguayo	Attendance Awareness Campaign Update Webinar	Online	August 9, 2020	\$0	No Cost

Marilyn Adrianzen	Business Executives Leadership Program – CBO Certification	Virtual	October 9, 2020 – January 16, 2022	\$5,400.00	General Fund
Patricia Caro	Reopening Schools in the COVID-19 Climate: Complying With the Civic Center Act	Virtual	August 12, 2020	\$0	No Cost
Linda Gonzales	Staffing and Enrollment Strategies: Managing the COVID-19 Collapse—An Interactive Two-Part Webinar Series;	Virtual	October 6, 2020 October 13, 2020 October 20, 2020 October 22, 2020	\$1,100.00	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #1 (July 1, 2020 through August 4, 2020): ■ General Fund: 0000006357-0000006373, 0000006375-0000006452, 0000006454-0000006484 ■ Child Nutrition Fund: 0000006435, 0000006453, 0000006485-0000006501

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period July 1, 2020 through August 4, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Varies
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PURCHASING REPORT (07/01/20 - 08/04/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/1/2020	000006357	004778	U.S. BANK - PARS #6746050200	RETIREMENT CONTRIBUTION	0100	0425000	5800025	010	\$ 327,569.14
7/1/2020	000006358	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	3210000	4300010	010	\$ 295.77
7/2/2020	000006359	000136	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	3210000	4300020	010	\$ 8,589.09
7/2/2020	000006360	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	4300010	010	\$ 9,606.23
7/2/2020	000006361	000000732	INSA USA, INC	COVID SUPPLIES	0100	3210000	4300000	010	\$ 23,004.63
7/6/2020	000006362	004684	NIMCO, INC	COVID SUPPLIES	0100	3210000	4300010	010	\$ 4,651.13
7/6/2020	000006363	001749	TURF STAR INC.	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 2,000.00
7/6/2020	000006364	002981	TIFCO INDUSTRIES	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/6/2020	000006365	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	PRINT SHOP LEASE - Open PO	0100	0000000	5600020	010	\$ 80,000.00
7/6/2020	000006366	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	PRINTERS LEASE - Open PO	0100	0000000	5600020	010	\$ 70,000.00
7/6/2020	000006367	01641A	XEROX CORPORATION	MAINTENANCE AGREEMENT	0100	0000000	5600020	071	\$ 8,892.92
7/6/2020	000006368	01641A	XEROX CORPORATION	COPIERS OVEREAGES - Open PO	0100	0000000	5600020	073	\$ 50,000.00
7/8/2020	000006369	0000000068	P.I.P.S.	PROFESSIONAL SERVICES - Open PO	0100	0000000	5800010	071	\$ 893,288.00
7/8/2020	000006370	0000000076	SOUTHERN CALIFORNIA RELIEF	PROFESSIONAL SERVICES	0100	0000000	5450000	071	\$ 592,541.00
7/8/2020	000006371	002227	FRONTLINE TECHNOLOGIES GROUP	PROFESSIONAL SERVICES - Aesop	0100	0000000	5800010	062	\$ 16,075.40
7/8/2020	000006372	0000000659	RELATIONSHIPS AT WORK, INC.	PROFESSIONAL SERVICES	0100	0000000	5800010	062	\$ 500.00
7/9/2020	000006373	0000000738	SMARTSIGN	OFFICE SUPPLIES	0100	3210000	4300000	010	\$ 3,168.91
7/9/2020	000006375	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	4300000	010	\$ 3,017.00
7/9/2020	000006376	000136	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	3210000	4300020	010	\$ 21,648.27
7/9/2020	000006377	001238	GOPHER SPORT	COVID SUPPLIES	0100	3210000	4300000	010	\$ 12,243.90
7/10/2020	000006378	0000000740	ORANGE COUNTY INDUSTRIAL PLASTICS	COVID SUPPLIES	0100	3210000	4300000	010	\$ 78,998.02
7/10/2020	000006379	000809	OFFICE DEPOT	COVID SUPPLIES	0100	3210000	4300000	010	\$ 22,801.84
7/10/2020	000006380	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	4300000	010	\$ 50,549.32
7/10/2020	000006381	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	3210000	4300000	010	\$ 575,423.55
7/10/2020	000006382	0000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3210000	4300000	010	\$ 39,526.26
7/10/2020	000006383	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 340.88
7/11/2020	000006384	001763	RCP BLOCK & BRICK	GROUND SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/11/2020	000006385	003622	FASTENAL COMPANY	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/11/2020	000006386	000356	GRAINGER	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/11/2020	000006387	001164	MATERIAL SALES INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/11/2020	000006388	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 2,000.00
7/11/2020	000006389	004056	OPTIMUM FLOORCARE	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 4,000.00
7/11/2020	000006390	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 3,000.00
7/11/2020	000006391	002151	NAPA AUTO AND TRUCK PARTS	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/11/2020	000006392	003859	BATTERY SYSTEMS	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/11/2020	000006393	004603	THE BATTERY PLACE	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/13/2020	000006394	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 1,616.59
7/14/2020	000006395	0000000728	A & I REPROGRAPHICS	PROFESSIONAL SERVICES	0100	9625000	5800010	010	\$ 4,844.98
7/14/2020	000006396	004323	GALLAGHER BENEFIT SERVICES, INC	PROFESSIONAL SERVICES	0100	0300100	5800010	071	\$ 5,350.00
7/15/2020	000006397	0000000501	CAPITOL ADVISORS GROUP, LLC	PROFESSIONAL SERVICES - Open PO	0100	0000000	5800010	064	\$ 25,000.00
7/16/2020	000006398	000136	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	3210000	4300020	010	\$ 30,818.80
7/16/2020	000006399	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	4300000	010	\$ 2,262.75
7/16/2020	000006400	0000000741	ITD FOOD SAFETY	COVID EQUIPMENT	0100	3210000	4400000	010	\$ 45,702.16
7/16/2020	000006401	004678	AMAZON.COM, INC.	COVID SUPPLIES	0100	3210000	4300000	010	\$ 3,232.18
7/17/2020	000006402	003888	STANLEY CONVERGENT SECURITY	MAINTENANCE SERVICES - Alarms	0100	8150000	5600007	070	\$ 54,871.68

PURCHASING REPORT (07/01/20 - 08/04/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/17/2020	000006403	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	024	\$ 7,558.82
7/17/2020	000006404	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	024	\$ 12,998.96
7/17/2020	000006405	0000000742	NDW HOLDINGS LLC	COVID EQUIPMENT	0100	3210000	4400000	010	\$ 61,846.88
7/20/2020	000006406	001374	SAN JOAQUIN COUNTY OF	CONTRACTED SERVICES	0100	0000000	5800010	062	\$ 652.80
7/20/2020	000006407	0000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES - Licenses	0100	0000001	5800006	061	\$ 30,378.00
7/20/2020	000006408	004915	COMMITTEE FOR CHILDREN	INSTRUCTIONAL SUPPLIES	0100	3010000	5800006	061	\$ 8,247.00
7/20/2020	000006409	0000000599	WALSH & ASSOCIATES, APC	LEGAL FEES - Open PO	0100	0000000	5800002	071	\$ 50,000.00
7/20/2020	000006410	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	071	\$ 500.00
7/20/2020	000006411	003624	SAN YSIDRO SCHOOL DISTRICT	TRUST DEPOSIT - Open PO	0100	0000000	5450000	071	\$ 20,000.00
7/20/2020	000006412	0000000598	DECLUES, BURKETT & THOMPSON, APC	LEGAL FEES - Open PO	0100	0000000	5800002	071	\$ 50,000.00
7/20/2020	000006413	0000000203	KEENAN & ASSOCIATES	CONTRACTED SERVICES - Open PO	0100	0000000	5800010	071	\$ 10,000.00
7/20/2020	000006414	001161	HOME DEPOT	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 3,500.00
7/20/2020	000006415	004056	OPTIMUM FLOORCARE	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 7,000.00
7/20/2020	000006416	003676	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	5800010	061	\$ 8,300.00
7/20/2020	000006417	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 3,257.00
7/20/2020	000006417	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 1,113.00
7/20/2020	000006417	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 566.68
7/20/2020	000006417	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	\$ 4,743.50
7/20/2020	000006417	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 620.00
7/20/2020	000006418	001480	SCHOOL NURSE SUPPLY, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	024	\$ 932.94
7/20/2020	000006419	001438	REPUBLIC SERVICES	UTILITIES - Open PO	0100	0000000	5500005	069	\$ 140,000.00
7/20/2020	000006420	000553	SPRINT	CONTRACTED SERVICES	0100	0000000	5900001	069	\$ 48,000.00
7/20/2020	000006421	003192	WAL- MART COMMUNITY/GECRB	GROUNDS SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
7/20/2020	000006422	000069	CITY TREASURER	UTILITIES - Open PO	0100	0000000	5500004	069	\$ 250,000.00
7/20/2020	000006423	002909	AT&T	UTILITIES - Open PO	0100	0000000	5900003	069	\$ 40,000.00
7/20/2020	000006424	001671	NORTH COUNTY EDUCATIONAL	DUES & MEMBERSHIPS	0100	0000000	5300000	071	\$ 400.00
7/20/2020	000006425	001339	PITNEY BOWES	CONTRACTED SERVICES	0100	0000000	5600005	071	\$ 1,530.00
7/20/2020	000006426	0000000443	DAILY JOURNAL CORPORATION	PUBLICATIONS	0100	0000000	5800007	071	\$ 67.64
7/20/2020	000006427	0000000032	CORODATA RECORDS MANAGEMENT, INC.	CONTRACTED SERVICES	0100	0000000	5600005	071	\$ 3,000.00
7/20/2020	000006428	0000000281	XEROX FINANCIAL SERVICES	CONTRACTED SERVICES - Copiers	0100	0000000	5600020	010	\$ 111,291.00
7/20/2020	000006429	004833	SPARKLETTES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 3,000.00
7/20/2020	000006430	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 7,610.78
7/20/2020	000006431	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 1,616.24
7/20/2020	000006432	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES - Open PO	0100	0982000	5600005	074	\$ 10,000.00
7/21/2020	000006433	0000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3210000	4300000	010	\$ 1,433.06
7/21/2020	000006434	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 694.66
7/27/2020	000006435	0000000633	WEX BANK	CONTRACTED SERVICES	0100	0000000	4300022	067	\$ 2,000.00
7/27/2020	000006435	0000000633	WEX BANK	CONTRACTED SERVICES - Open PO - Gasoline	0100	0000000	4300022	069	\$ 13,000.00
7/27/2020	000006435	0000000633	WEX BANK	CONTRACTED SERVICES - Open PO - Gasoline	0100	0982000	4300022	074	\$ 15,000.00
7/27/2020	000006435	0000000633	WEX BANK	CONTRACTED SERVICES - Open PO - Gasoline	0100	8150000	4300022	070	\$ 13,000.00
7/28/2020	000006436	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 2,846.42
7/28/2020	000006437	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 594.90
7/28/2020	000006438	001161	HOME DEPOT	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 20,000.00
7/28/2020	000006439	000356	GRAINGER	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00

PURCHASING REPORT (07/01/20 - 08/04/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/28/2020	000006440	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/28/2020	000006441	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/28/2020	000006442	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
7/28/2020	000006443	000000622	ANIXTER INC.	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
7/28/2020	000006444	000279	COURTNEY TIRE SERVICE	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/28/2020	000006445	002151	NAPA AUTO AND TRUCK PARTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/28/2020	000006446	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
7/28/2020	000006447	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
7/28/2020	000006448	001931	UNITED RENTALS	MAINTENANCE SERVICES	0100	8150000	5600001	070	\$ 5,000.00
7/28/2020	000006449	000651	CSBA	CONTRACTED SERVICES	0100	0000000	5800006	064	\$ 5,735.00
7/28/2020	000006450	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 1,232.15
7/28/2020	000006451	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	024	\$ 646.18
7/28/2020	000006452	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
7/28/2020	000006454	004401	OTAY MESA SALES INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 7,000.00
7/29/2020	000006455	001152	CUSTOM BINDING	PUBLICATION SUPPLIES	0100	0000000	4300011	071	\$ 862.00
7/29/2020	000006456	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 2,787.97
7/29/2020	000006457	004678	AMAZON.COM, INC.	COVID SUPPLIES	0100	3210000	4300010	010	\$ 1,346.61
7/30/2020	000006458	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 16,098.78
7/30/2020	000006459	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 9,546.58
7/30/2020	000006460	004630	EDCO AWARDS & SPECIALTIES	COVID SUPPLIES	0100	3210000	4300000	010	\$ 9,999.00
8/3/2020	000006461	001093	KONE INC	MAINTENACE AGREEMENT - Elevators	0100	8150000	5600007	070	\$ 42,623.00
8/3/2020	000006462	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 5,210.75
8/3/2020	000006463	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 1,599.67
8/3/2020	000006464	002976	FEDEX	POSTAGE	0100	0000000	5900012	071	\$ 1,000.00
8/3/2020	000006465	002874	ACSA	DUES & MEMBERSHIPS	0100	0000000	5300000	064	\$ 1,857.40
8/3/2020	000006466	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 1,160.47
8/3/2020	000006467	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,536.34
8/3/2020	000006468	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,324.97
8/3/2020	000006469	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,747.70
8/3/2020	000006470	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,959.06
8/3/2020	000006471	001012	CDW GOVERNMENT LLC	INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	\$ 12,548.41
8/3/2020	000006472	000000488	DOLLARDAYS INTERNATIONAL, INC.	COVID SUPPLIES	0100	3210000	4300000	061	\$ 2,979.17
8/3/2020	000006473	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES - Licenses	0100	3220000	5800006	061	\$ 230,280.08
8/3/2020	000006474	003993	IMAGINE LEARNING INC	CONTRACTED SERVICES - Licenses	0100	3220000	5800006	061	\$ 489,000.00
8/3/2020	000006475	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 2,840.30
8/3/2020	000006476	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 480.46
8/3/2020	000006477	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 10,725.21
8/3/2020	000006478	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 974.06
8/4/2020	000006479	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 1,186.17
8/4/2020	000006480	004748	THE MARKETBOARD PEOPLE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 1,373.82
8/4/2020	000006481	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 602.32
8/4/2020	000006482	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 689.56
8/4/2020	000006483	004628	FOLLETT SCHOOL SOLUTIONS,INC	LIBRARY SUPPLIES	0100	0000000	4300001	020	\$ 461.13
8/4/2020	000006484	004678	AMAZON.COM, INC.	LIBRARY SUPPLIES	0100	0000000	4300001	020	\$ 134.46

PURCHASING REPORT (07/01/20 - 08/04/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
									Total for 0100 \$ 5,020,279.46
7/27/2020	000006435	000000633	WEX BANK	CONTRACTED SERVICES	1300	5310000	4300022	085	\$ 2,000.00
7/28/2020	000006453	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 9,319.60
8/4/2020	000006485	001161	HOME DEPOT	CAFETERIA SUPPLIES	1300	5310000	4300007	085	\$ 600.00
8/4/2020	000006486	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	1300	5310000	4300011	085	\$ 2,000.00
8/4/2020	000006487	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	\$ 3,000.00
8/4/2020	000006488	000786	P&R PAPER SUPPLY COMPANY, INC.	CAFETERIA PAPER GOODS - Open PO	1300	5310000	4300026	085	\$ 60,000.00
8/4/2020	000006489	000000314	CHEF'S TOYS & STAR RESTUARANT	CAFETERIA SUPPLIES	1300	5310000	4300026	085	\$ 2,000.00
8/4/2020	000006490	002771	SMART & FINAL	REFRESHMENTS	1300	5310000	4300028	085	\$ 1,500.00
8/4/2020	000006491	000778	SAFEGWAY INC. -VONS DIVISION	REFRESHMENTS	1300	5310000	4300028	085	\$ 2,000.00
8/4/2020	000006492	000726	ECOLAB	CONTRACTED SERVICES	1300	5310000	5800000	085	\$ 2,000.00
8/4/2020	000006493	000000010	SELECTA INTERNATIONAL	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 5,000.00
8/4/2020	000006494	003731	LITTLE CAESARS PIZZA	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 40,000.00
8/4/2020	000006495	004462	GALASSO'S BAKERY	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 50,000.00
8/4/2020	000006496	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 230,000.00
8/4/2020	000006497	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 200,000.00
8/4/2020	000006498	000000227	GOLD STAR FOODS	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 450,000.00
8/4/2020	000006500	003147	CALIFORNIA DEPARTMENT OF	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 10,000.00
8/4/2020	000006501	000000637	SYSCO SAN DIEGO INC.	CAFETERIA FOOD - Open PO	1300	5310000	4700001	085	\$ 10,000.00
									Total for 13 \$ 1,079,419.60
									Grand Total \$ 6,099,699.06

**D SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 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 July 9, 2020 through August 2, 2020 with checks #14-691762 through #14-696282 for a total expenditure of \$854,601.21 from the following source:

- General Fund - \$854,601.21

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of July 9, 2020 through August 2, 2020 for a total expenditure of \$854,601.21.

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?

Yes No

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

Yes No

Requisition #

\$854,601.21

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

EXPENDITURE REPORT
(July 9, 2020 to August 2, 2020)

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14691762	P.I.P.S.	7/13/2020	\$ 74,440.66	0100	PROFESSIONAL SERVICES
14691763	SOUTHERN CALIFORNIA RELIEF	7/13/2020	\$ 592,541.00	0100	PROFESSIONAL SERVICES
14691764	CASBO	7/13/2020	\$ 2,000.00	0100	MEMBERSHIP
14691765	FRONTLINE TECHNOLOGIES GROUP	7/13/2020	\$ 16,075.40	0100	PROFESSIONAL SERVICES
14692393	GALLAGHER BENEFIT SERVICES, INC	7/16/2020	\$ 445.40	0100	PROFESSIONAL SERVICES
14693652	ORANGE COUNTY INDUSTRIAL PLASTICS	7/20/2020	\$ 10,059.55	0100	COVID SUPPLIES
14694382	ILLUMINATE EDUCATION INC.	7/23/2020	\$ 30,378.00	0100	CONTRACTED SERVICES
14694383	ORANGE COUNTY INDUSTRIAL PLASTICS	7/23/2020	\$ 11,324.53	0100	COVID SUPPLIES
14694384	SAN JOAQUIN COUNTY OF	7/23/2020	\$ 652.80	0100	CONTRACTED SERVICES
14694385	NORTH COUNTY EDUCATIONAL	7/23/2020	\$ 400.00	0100	DUES & MEMBERSHIPS
14694386	SCHOOL INNOVATIONS	7/23/2020	\$ 8,300.00	0100	CONTRACTED SERVICES
14694387	STANLEY CONVERGENT SECURITY	7/23/2020	\$ 54,871.68	0100	MAINTENANCE SERVICES
14695470	ORANGE COUNTY INDUSTRIAL PLASTICS	7/27/2020	\$ 16,485.76	0100	COVID SUPPLIES
14696276	AZTEC CONTAINER	7/30/2020	\$ 1,616.24	0100	CONTRACTED SERVICES
14696277	MRC SMART TECHNOLOGY SOLUTIONS	7/30/2020	\$ 6,801.84	0100	MAINTENANCE AGREEMENT
14696278	DAILY JOURNAL CORPORATION	7/30/2020	\$ 67.64	0100	PUBLICATIONS
14696279	WEX BANK	7/30/2020	\$ 50.37	0100	CONTRACTED SERVICES
14696280	A1 SECURITY CAMERAS LLC	7/30/2020	\$ 1,948.66	0100	TECHNOLOGY SUPPLIES
14696281	ORANGE COUNTY INDUSTRIAL PLASTICS	7/30/2020	\$ 24,534.68	0100	COVID SUPPLIES
14696282	DION INTERNATIONAL TRUCK INC.	7/30/2020	\$ 1,607.00	0100	CONTRACTED SERVICES
Total Fund 01			\$ 854,601.21		
Grand Total			\$854,601.21		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 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 \$2,000.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$2,000.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH WORLDPAY ISO INC. NPC

BACKGROUND INFORMATION:

Worldpay ISO Inc. also known as National Processing Company (NPC) will assist the district in setting up a customized online ASB school payment form and system to simplify school payments for parents and staff. Fees will be based on the District's extent of services being requested.

RECOMMENDATION:

Approve the 3-year Merchant Processing Agreement with Worldpay ISO Inc. also known as National Processing Company (NPC) to provide an online ASB school payment system.

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 #

TBD

(Amount)

CARES Act Fund & General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

8500 Governors Hill Drive
Symmes Twp, OH 45249-1384
Phone: 888-208-7231
Fax: 877-822-1248

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. The Terms and Conditions can be viewed at <http://info.vantiv.com/NPCCMA>. Please retain the website to review the Terms and Conditions as well as a copy of the Merchant Application for your records. WorldPay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Representative ID Number (9 digit or 16 digit code)

S 2 0 8 5 R 0 0 0

Bank # or Merchant Association #: B4515AA

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name)		Contact Name:	
Business Name (DBA): <input type="checkbox"/> Check here if Corporate Headquarters		Email address:	Website:
Business Location Address:		Business Billing Address: (if different from location address)	
City, State, Zip:		City, State, Zip:	
Phone #:	Fax #:	Phone #:	Fax #:
Federal Tax ID #:			

SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity: <input type="checkbox"/> Association/Estate/Trust <input type="checkbox"/> Financial Institution <input type="checkbox"/> Partnership <input type="checkbox"/> SEC Registered Entity				
<input type="checkbox"/> Government (Federal/State/Local) <input type="checkbox"/> LLC <input type="checkbox"/> Private Corporation				
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Non Profit/Tax-Exempt (501C) <input type="checkbox"/> Publicly Traded Corporation				
Control Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:		City, State, Zip:		Phone #:

SECTION 3 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.1119

<p>IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.</p> <p>IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p>		<p>MEMBER BANK: Fifth Third Bank, N.A. c/o Worldpay LLC 8500 Governors Hill Drive Symmes Township, OH 45249 (888) 208-7231</p>
Signature (Signature may be evidenced by facsimile)	Name (please print)	
X		

Merchant's Business Name (Legal): _____

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date:
Annual Volume (Visa/MC/DS/AX):	% Card Present	% Card Swipe	% Imprint (Manually Keyed)
Average Ticket (Visa/MC/DS/AX):	% Card Not Present	% MOTO	% Internet
Highest Ticket (Visa/MC/DS/AX):	Total 100%		
<input type="checkbox"/> Add'l. Location 1st Location MID:	<input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change - How many processing statements are you including? _____		
Type of Goods/Service Sold:	REFUND POLICY (Check One): <input type="checkbox"/> No Refund <input type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Merchandise exchange only <input type="checkbox"/> Other		
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No	Active Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC		

SECTION 5 COMPLIANCE INFORMATION

Do you (MERCHANT) have a <input type="checkbox"/> 3rd party software application/gateway or <input type="checkbox"/> POS Terminal	Do you store cardholder data? Paper - <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Electronic - <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Have you ever experienced an Account Data Compromise? <input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, have you completed remediation? <input type="checkbox"/> YES <input type="checkbox"/> NO
Third Party Software/Gateway Vendor Name and Address:	Third Party Software/Gateway Vendor Contact Information:
Version #	Merchant data to which this vendor has access:
Does software store cardholder information? <input type="checkbox"/> YES <input type="checkbox"/> NO	

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8 of this Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval.

Deposit Time Frame: Premium ACH Alternate Funding* Deposit Type: Combined By Batch

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.

Routing #1	<input type="text"/>	DDA Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #1	<input type="text"/>	
Routing #2	<input type="text"/>	DDA Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #2	<input type="text"/>	If a second account, this account is used for: <input type="checkbox"/> Discount <input type="checkbox"/> Fees <input type="checkbox"/> Credits <input type="checkbox"/> Chargebacks

Merchant's Business Name (Legal): _____

SECTION 7 FEE SCHEDULE

APPLICATION Tiered* Flat Rate* **DISCOUNT:** Daily **CARD OPTIONS:** All Cards Other Cards
 TYPE: Interchange# Cash Advance Monthly Debit Card Only

BUSINESS TYPE Retail Restaurant Mail/Telephone Order** Internet**
SUB BUSINESS TYPE Retail Key Entered** DialPay Capture** MOTO/CardSwipe** Large Ticket

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee		
Base	0.45 %	\$ 0.10	Base	0.60 %	\$ 0.10		
Mid-Qualified¹ <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+ %	+ \$	Mid-Qualified¹	+ %	+ \$		
Non-Qualified²	+ .1 %	+ \$	Non-Qualified²	+ %	+ \$		
Base Debit NON PIN-Based³ <small>(Same as V/MC/D Discount Rate if left blank) Regulated Only⁶ <input type="checkbox"/></small>	%	+ \$	Miscellaneous Product Fees				
<input type="checkbox"/> Debit PIN-Based⁴ <input type="checkbox"/> Monthly Hosting Fee \$ 2.00	0.45 %	\$ 0.10					
Qualified Rewards⁵	%	Same as Visa/MC/Discover Transaction Fee	<input type="checkbox"/> Wireless Service³				
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵ Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	
				\$	\$	+\$	
			<input type="checkbox"/> Micros³				
			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	
			<input checked="" type="checkbox"/> Internet Services³				
			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	Batch Fee
			1	\$	\$ 5.00	+\$ 0.05	\$

***TIERED MERCHANTS ONLY** - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

INTERCHANGE MERCHANTS ONLY- CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

¶ **FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:** All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

***AMERICAN EXPRESS** - Existing American Express Number YES NO
 Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 YES NO If No, Merchant is not eligible for the American Express Program.
 By checking this box, Merchant elects to opt out of the American Express Program
 By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

SECTION 8 OCCURRENCE FEES

On File Fee	4.95 /month	Minimum Bill	/month	Paper Statement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2.50 /month
Batch Fee	/each	Early Deconversion Fee ¹	\$250.00 /each	Advantage Buyer Program ³	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$25.00 /month
Voice Auth/DialPay	0.65 /each	Card Brand Usage Fee (NABU) ²	\$0.06 /each	PCI Program Fee ⁴	<input type="checkbox"/> /month OR <input checked="" type="checkbox"/> 90.00 /year	
ACH/DBA Change Fee	\$25.00 /each	Chargeback Fee	\$15.00 /each	1099-K Reporting is provided at No Charge		
Retrieval Fee	\$15.00 /each	AVS	\$0.01 /each			
Annual Fee _____	Charged in Month of _____	Regulatory Accounting Assistance Program (RAAP) Fee ⁵		_____ Charged Annually Month of <u>March</u>		

Return ACH(s) are subject to a \$25.00 fee for each occurrence.
¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.
²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.
³See Schedule I of the Terms and Conditions for additional information.
⁴See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.
⁵See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): _____

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)		Guarantor Name:	Date of Signature:
Home Address:		City, State, Zip:	
Date of Birth:	Social Security Number:	Phone #:	

SECTION 10 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 11 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN.1119) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT		
Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		

Merchant's Business Name (Legal): _____

SECTION 12 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned

TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD	PROVIDER CODE
Forte	1	SOF			<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	

Other:	Provider Code:	Other:	Provider Code:	Other:	Provider Code:
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EQUIPMENT SOFTWARE INFORMATION SOFTWARE NAME PUBLISHER VERSION

EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

<input type="checkbox"/> RETAIL / MOTO AVS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Last 4-Digits <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CVV 2 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Purchase Card/Level 2 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Invoice # Prompt <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PBX Code <input type="checkbox"/> 8 <input type="checkbox"/> 9 Multi Merchant <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO First Merchant MID _____	Auto-Close++ <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TIME 18:00 Store N Forward <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Pre-dial <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Cash Back <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST	<input type="checkbox"/> RESTAURANT Tips <input type="checkbox"/> YES <input type="checkbox"/> NO Servers <input type="checkbox"/> YES <input type="checkbox"/> NO Tables <input type="checkbox"/> YES <input type="checkbox"/> NO Bar Tab <input type="checkbox"/> YES <input type="checkbox"/> NO Suggested Tip <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> FAST PAY (FPS) <input type="checkbox"/> Both receipts signature line <input type="checkbox"/> Both receipts NO signature line <input type="checkbox"/> NO receipts under \$25.00	<input type="checkbox"/> CASH ADVANCE <input type="checkbox"/> LODGING FUEL <input type="checkbox"/> YES <input type="checkbox"/> NO PASSWORD All <input type="checkbox"/> YES <input type="checkbox"/> NO Void <input type="checkbox"/> YES <input type="checkbox"/> NO Return <input type="checkbox"/> YES <input type="checkbox"/> NO Settlement <input type="checkbox"/> YES <input type="checkbox"/> NO Other _____
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Custom Header / Footer: Wireless ID: Comments:
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EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> NPC <input type="checkbox"/> Other Attn: Address: City: State: Zip: Phone #:	<input type="checkbox"/> 1-3 Day <input type="checkbox"/> Over Night Priority * <input type="checkbox"/> Ground <input type="checkbox"/> Saturday Payment For Equipment Will Be: <input type="checkbox"/> Lease <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> Amex <input type="checkbox"/> 30 Day (Bill Group)
NPC TO REPROGRAM/TRAIN MERCHANT? <input type="checkbox"/> YES <input type="checkbox"/> NO NPC TO SHIP WELCOME KIT? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Special Instructions:

WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> NPC <input type="checkbox"/> Other Attn: Address: City: State: Zip:	Phone #:
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SECTION 13 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

<input type="checkbox"/> I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement.	Business/Inventory/Shipments: Does business appear as represented? <input type="checkbox"/> YES <input type="checkbox"/> NO Is business open and operating? <input type="checkbox"/> YES <input type="checkbox"/> NO Is inventory sufficient for business type? <input type="checkbox"/> YES <input type="checkbox"/> NO Are goods and services delivered at the time of sale? <input type="checkbox"/> YES <input type="checkbox"/> NO Goods and services charged to credit card on <input type="checkbox"/> Order <input type="checkbox"/> Shipment Are good and services delivered <input type="checkbox"/> Digitally <input type="checkbox"/> Physically <input type="checkbox"/> Both If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.	
<input type="checkbox"/> I have not physically inspected the business premises of the Merchant, but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section.	

If Fulfillment House is used, please complete the following:

Fulfillment House Name and Address: Is Fulfillment House PCI DSS Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	Fulfillment House Contact Information: % of shipments by this vendor
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Location Type: Retail Store Front Office Building Residence Industrial Building Trade Show

Sales Organization:	Sales Rep Signature:	Application Date:
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Merchant Processing Agreement Terms and Conditions

These Terms and Conditions apply to your card processing program. For simplicity, we refer to ourselves (i.e., Worldpay ISO Inc. "NPC") as "Processor," "we," "our," or "us" in this document. We refer to you (i.e., the legal entity or sole proprietorship on the Application) as "you" or "your" or "Merchant." Other parties may also be parties to this Agreement (e.g., Member Bank, Guarantor, etc.). Terms that are capitalized but not defined are defined in Section 18.

1. Term and Exclusivity.

A. Term. This Agreement binds you on the earlier of your execution of this Agreement or your submission of a transaction for processing. This Agreement binds us the earlier of (i) the date we issue you a Merchant Identification Number, or (ii) the date we process your first transaction. Unless otherwise stated in the Application, the term of this Agreement is thirty-six (36) months ("Initial Term"). Following the end of Initial Term, unless otherwise stated in the Agreement/Application, the Agreement automatically renews for periods of twenty-four (24) months, unless either party gives written notice of its intent to terminate or not renew the Agreement at least ninety (90) days before the then-current term expires, provided that if automatic renewal of this Agreement violates the provisions of applicable law, the renewal term will be thirty (30) days. For clarity, termination of this Agreement does not terminate your equipment lease.

B. Exclusivity. This Agreement is a "requirements contract." This means you shall exclusively receive the Services from us. However, we have no obligation to process a Visa or MasterCard transaction beyond the authority of a U.S. member of Visa and MasterCard, or to process Discover or American Express transactions outside the United States. Merchant agrees that Processor is Merchant's exclusive provider, at all of your locations, of the Services and any services that are the equivalent of the Services available from another provider, including any Services or their equivalents that relate to any Cardholder transactions originating at or with your Supplier that incorporates your goods and/or services. Prior to exercising any right of termination or non-renewal, you agree that we shall have a right of first refusal before you enter into an agreement with a third party for the Services. Except for term length, you agree that our right includes terms and conditions that are substantially similar to those discussed with the third party.

2. Rules, Regulations and Laws. As part of this Agreement, you agree to comply with, and to cause your employees and agents to comply with: (i) the Laws; (ii) the Rules Summary; (iii) the Operating Regulations and terminal update requirements related to optional Association programs, if applicable (and any related costs); and (iv) the confidentiality and security requirements of (a) USA Patriot Act and any related laws, rules, or regulations; and (b) the Associations and Networks, including the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other Association or Network program or requirement. You accept any responsibility or liability (e.g., data breach liability) resulting from your decision not to participate in optional Association Programs (e.g., the Association EMV program).

3. Acceptance of Cards.

A. You can elect to accept all card types, or only certain Visa and MasterCard card types ("Limited Acceptance"). You are solely responsible for your Limited Acceptance program. This includes: (i) policing card types at the point of sale; (ii) paying Association fees and charges for only accepting certain card types; and (iii) paying any costs we incur in connection with your Limited Acceptance. Our obligations are limited to those expressed in the Operating Rules. Should you submit a transaction for processing for a card type you have indicated you do not wish to accept, we may process that transaction and you agree to pay any applicable fees, charges, and assessments. The card types are: (i) "Debit Card" – U.S. and non-U.S. bank issued Visa or MasterCard Cards that access consumer asset accounts within 14 days of purchase, including stored value, prepaid, EBT, gift, or consumer check Cards; (ii) "Other Card" – all Visa and MasterCard Cards issued by a non-U.S. bank and all Visa and MasterCard Cards other than Debit Cards, including business and consumer credit Cards. Your Limited Acceptance program only applies to U.S.-issued cards. The Visa and MasterCard Operating Regulations require merchants accepting any Card product bearing a Visa or MasterCard symbol to continue accepting both debit and credit Card products issued by non-U.S. members.

B. If we are unable to obtain, or choose not to obtain, authorization from an Association or Other Network, we may "stand-in" for the Association or Other Network. If we stand-in, we will authorize the Card transaction based on our own criteria. Our decision to stand-in does not change your obligation(s) to us.

4. Our Responsibilities.

A. We will provide the Services in accordance with our then-current systems, standards, and procedures. Nothing requires us to provide you with any special programming; any system, program, or procedure implementation; or any special hardware or software.

B. We will provide reports online for each fiscal day's activity by 10:00 AM ET the next calendar day. Such reports will include an accounting for each currency with supporting detail of transaction activity, Daily Proceeds, reserves and funds transfers for transaction settlement services. Reports will be available for download on the online reporting tool for a period of 14 months from the date of issue. Reports may be upgraded, enhanced and/or modified by us at any time.

C. We will initiate payment to you for the amount of each accepted Card transaction only after we receive payment.

D. We have the right to honor and rely on the request(s) or instruction(s) of any person we reasonably believe to be your representative or Agent. In the event we receive returned mail intended for you, we may, but are not required to, procure a replacement address according to our standard operating procedures.

E. We are only responsible for processing credits and adjustments for Card transactions that we originally processed. You authorize us to audit all Card transactions and deposits. We have the right to withhold amounts from you if we discover inaccuracies.

F. We may report information about your account, late payments, missed payments, or defaults to credit bureaus.

G. We may suspend or cease providing any Services to you in response to a Member Bank, Network, or Association request. We will use reasonable efforts to notify you if we suspend or cease any Services.

H. We are responsible for the security of Cardholder data we store or transmit on your behalf only while it is in our possession and control.

5. Your Responsibilities.

A. We have the right to charge your Designated Account without notice or to require payment from you in any appropriate situation for the amount of any Card transactions. This right includes Card transactions: (i) where merchandise is returned; (ii) where there is no valid authorization response; (iii) where the Cardholder has not given authority (e.g., improperly drawn, accepted, or endorsed transactions); (iv) where the Card transaction record is illegible; (v) where the Cardholder disputes the sale, quality, or delivery of merchandise or performance or quality of services; (vi) where the Card transaction was drawn by, or depository credit given to, you in a way that breaches the agreement or violates the Laws or Operating Regulations; (vii) where we have not received and retained payment for the Card transaction (even if we have already paid you for the transaction); (viii) where it is alleged that you have failed to comply with the Operating Regulations, Rules Summary, or the Laws; (ix) where an Association or Other Network action (e.g., a chargeback or compliance case) is pending or has been resolved against you; (x) where we have incurred claims, damages, or losses from any source including Card issuers, or (xi) where the extension of credit for a Card transaction violated the Laws or Operating Regulations. Additionally, you remain fully liable to us for any transaction returned to us for any reason ("chargebacks" or for PIN debit Card transactions, "reversals"). You agree to review all chargeback-related notices and reports (in any format). Your failure to respond to a chargeback or reversal within the applicable deadline may forfeit your chargeback rights. We have no duty to assist you in defending a non-compliance allegation related to a chargeback or reversal.

B. You represent that any information you have supplied to us is true and accurate and that the name and tax identification number ("TIN") on the Application matches the name and TIN that you use to file your tax returns. You agree to update your information with us when it changes. We may need to share your TIN, entity name, processing volume, principal's social security number, or other information with governmental entities. You agree to cooperate with our requests for information for any reason. We may be required to withhold processing funds or to forward processing funds to the IRS if you supply incorrect information, or a state or federal law or government agency so requires. You expressly release us from any liability in connection with our withholding of funds or submission of information to a government agency, even if incorrect. You are responsible for any fines or penalties assessed against you or us.

C. You shall not sell, purchase, provide, share, or exchange Cardholder name, address, account number, or other information to any third party (including your Agent) other than us, the Associations, or the Networks, and then only for the purpose of completing a Card transaction.

D. You agree to balance and reconcile the Designated Account and the Reserve Account each day. You shall immediately notify us of any missing or improperly deposited funds. Additionally, you agree to review our (or our agents') reports (including those made available online), notices, and invoices. You agree to accept any report, notice, invoice, Service deficiency, or billing or payment error if you fail to reject or dispute it in writing within 30 days of the date we made it available to you. We may make our reports, notices and invoices available to you in accordance with our standard processes, which are subject to change. For 60 days following our receipt of your written notice of an error or deficiency, you agree to refrain from making any loss or expense claims against us so that we have time to investigate the situation. If you notify us that a Card transaction batch has not processed, we may, at our option, attempt to re-present the missing Card batches dated during the 90 day-period preceding the date we received your notice. We have no obligation to correct any errors that flow from your failure to comply with the duties and obligations in this paragraph.

E. You shall not sell, assign, transfer, or encumber any part of your interest in the Reserve Account, or any present or future rights under this Agreement, including your right to receive payments or funds. Neither we nor Member Bank are obligated to honor any purported attempt to sell, assign, transfer, or encumber any interest, rights, payments, or funds. In the event you breach this Section, we have the right to withhold funds payable to you, in addition to any other rights we may have at law or equity. You shall indemnify and hold us harmless from and against any claims, liabilities and damages that any person (including a purported assignee) may assert against us arising out of your purported sale, assignment, transfer, or encumbrance of all or any of your present or future rights under this Agreement.

F. You agree to provide us with audited annual financial statements for your business using generally accepted accounting principles, at any time upon request. Additionally, you agree to provide any other financial information within fifteen days of a request by us.

G. You shall timely assist us in complying with all Laws and Operating Regulations related to the Services. This obligates you to execute and deliver all instruments we deem necessary for you to meet your obligations under the Agreement. Further, you agree to allow our auditors (third-party or internal), and the auditors of any Association or Other Network, to review the documents, records, procedures, systems, controls, equipment, and physical assets related to your transactions upon reasonable notice at any time. You also agree to assist our auditors as necessary. If an Association, Member Bank, or regulatory agency requires a third-party audit, or if the Operating Regulations or applicable law requires a third-party audit, we may retain a third party to perform the audit or require you to immediately retain a specific third-party auditor and provide us with a final audit report. You agree to pay our audit costs or the audit costs of Member Bank, an Association, or Other Network.

H. In the case of a delayed merchandise delivery, you agree to deliver the Card transaction record to us within two business days of the merchandise delivery (or as we specify in the Rules Summary). You agree to electronically deliver all other Card transactions and credit records to us in a suitable format within two business days of the transaction (unless the Associations or Networks require the records earlier). You also agree to deliver Card transactions and credit records to us at least once every business day. Your delivery constitutes an endorsement of each recorded transaction. You authorize us or our representative to place your endorsement on any Card transaction at any time. We have the right to refuse to acquire any Card transaction. You waive notice of dispute related to any individual Card transaction.

I. You shall not store Cardholder data, including track-2 data, in violation of the Laws or the Operating Regulations. Further, you shall not retain or store magnetic stripe data following the authorization of a Card transaction.

J. You are solely responsible for the quality, accuracy, and adequacy of all transactions and information you supply. Accordingly, you shall implement and maintain adequate audit controls for monitoring the quality and delivery of data. When submitting Card transaction, settlement, and other data and information to us, you agree to follow our communications

Merchant Processing Agreement Terms and Conditions

processes and document formats. You agree to only transmit information and data to us with a secure system.

K. You may use a third-party agent ("Agent") to perform some of your obligations under this Agreement, subject to our approval. Agents include your software providers and equipment providers. You shall cause your Agent to complete any Association-required steps or certifications (e.g., registrations, PABP, PCI-DSS, audits, etc.). You shall ensure that your Agent complies with all applicable requirements of this Agreement. You expressly assume all responsibility for the acts or omissions of your Agent as if they were your acts or omissions. If your Agent qualifies as a service provider under applicable Operating Regulations, you agree, at your expense, to cause the Agent to cooperate with us in our due diligence requests, and in performing any steps required for registration and certification. You are responsible for conducting your own due diligence on your Agents, including the fitness of their services for a particular purpose and for determining the compliance of their services with the Operating Regulations and the Laws. You expressly assume all liability for the acts and/or omissions of your Agent even if we introduce or recommend the Agent, or resell the Agent's services.

L. You agree that it is important to notify us about changes in your business. Because of this, you agree to provide us 30 days prior written notice of your intent: (i) to change business form or entity type; (ii) to sell stock or assets to another entity; or (iii) to make changes that would affect information on the Merchant Application. Additionally, you shall notify us within three days of any judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more) of your assets. Should you change or add locations, you agree to follow our standards and procedures. Unless we agree otherwise, you agree that you will only present Card transactions to us that correspond to the activities and volumes described on the Merchant Application. Accordingly, we must pre-approve increases in Card transaction volume of 25% or more over the amount stated in the Merchant Application. Changes in monthly volume, the stated average ticket size, or any other information on the Merchant Application entitle us to increase fees, delay or withhold settlement, or terminate this Agreement. Your failure to notify us of changes under this Section subjects you to liability for any losses or expenses we incur.

M. **Virtual Private Network ("VPN")/ Transport Layer Security ("TLS") Services.** Our standard VPN and TLS services establish an internet connection between you and us for processing your transactions. You are responsible for: (i) ensuring that your communication equipment is compatible with our VPN or TLS; (ii) ensuring that each terminal with a connection to the VPN or TLS has an active personal firewall; and (iii) ensuring a secure key exchange and key management process (including a process for key revocation when your personnel leave). Our VPN or TLS communication interface relies on the internet. You agree that the internet is not always reliable, and that internet problems and issues may interfere with our ability to process your transactions. Any service levels that appear in other parts of the Agreement do not apply to the VPN or TLS connection or to transactions transmitted using the VPN or TLS connection. We provide VPN and TLS services in accordance with our own standards, which are subject to change without notice. You agree to comply with any VPN and TLS standards we or the Associations or Other Networks establish.

N. **Optional Services.** We may offer you products and services through one or more third parties ("Optional Services"). You agree that, as available, the applicable third-party provider ("Provider") solely supplies and/or supports all Optional Services. We are not a party to your contracts with Providers. You are responsible for conducting your own due diligence on any Provider that you use, including the fitness of its services for a particular purpose and for determining the compliance of its services with the Operating Regulations and the Laws, even if we resell the Provider's services. You bear all of the risks associated with using an Optional Service. Although not an exhaustive list, we are not liable for: (i) exercising control over Provider; (ii) errors related to establishing and maintaining account relationships with Providers; or (iii) ensuring service levels with respect to the Optional Service(s). Our decision to offer any Optional Service shall not limit your duty to: (i) ensure that all account numbers are correct; (ii) notify Providers of changes to ACH, address, and account information; (iii) pay all fees, fines, damages, losses, or expenses arising in connection with your possession or use of an Optional Service; (iv) perform your own due diligence before using an Optional Service; and/or (v) perform any other proper act related to your use of the Optional Service. You agree to indemnify and hold us harmless for any damage, loss, claim, or liability arising from your possession and/or use of any Optional Service. Each Provider has the right to require you to enter into a separate agreement with it. Whether you and Provider enter into a separate agreement, you agree that: (i) your rights and duties regarding the use of an Optional Service are neither assignable nor delegable without Provider's prior written consent; (ii) you acquire no property right, intellectual property right, claim, or interest in any of Provider's systems, equipment, software, processes, programs, or data; and (iii) you shall protect the confidentiality of Provider's software and documentation.

O. You agree to pay us all Provider-imposed fees and assessments in connection with your use of the Optional Service(s). Your obligation to pay us shall continue until: (i) you have notified Provider(s) of your intent to cancel the Optional Service(s); (ii) you have provided us with notice that (a) you have notified Provider of your intent to terminate, (b) you have returned all equipment and software to Provider, and (c) you have ceased receiving all Optional Services; and (iii) Provider no longer assesses us for your receipt of the Optional Services or for possession of the equipment or software. You waive all rights to contest, challenge, or withhold payment for any fees we assess for Optional Services until you have satisfied the conditions in the preceding sentence.

P. You authorize us to contact your customers or their Card issuing bank(s) to find out information about any Card transaction. You shall not contact a Discover Cardholder unless authorized to do so by the Operating Regulations or required by Law.

Q. **Bankruptcy.** You agree to execute and deliver to us any documents we request to perfect and confirm the lien, security interest, and setoff rights in this Agreement. You shall immediately notify us of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against you or any of your principals. Further, you shall include us on the list of creditors filed with the Bankruptcy Court, even if no claim exists at the time of filing. This is an executory contract to make a loan or extend other debt financing or financial accommodations to or for your benefit and, as such, cannot be assumed or assigned in the event of your bankruptcy. This is a contract of recoupment and we are not required to file a motion for relief from the automatic stay to realize on any of the Secured Assets. Nevertheless, you agree not to contest a motion for relief from the automatic stay. You must adequately fund the Reserve Account to provide us with adequate protection under Bankruptcy

Code § 362. We have the right to consume and offset against the Reserve Account to cover your obligations under this Agreement, regardless of whether they relate to transactions created before or after your bankruptcy filing. Because this Agreement contemplates the extension of credit for your benefit, you acknowledge that you cannot assign the contract in the event of a bankruptcy. We may immediately terminate the Agreement if you fail to comply with any part of this Section.

R. **Wireless Service Acknowledgement.** We are not responsible for verifying your wireless service coverage, or for losses in coverage, or for your failure to maintain coverage. By selecting wireless service, you acknowledge that wireless coverage is not guaranteed and we have no control over the wireless service providers or the decisions they make. Additionally, you acknowledge that if wireless service is lost in your area, the equipment will not operate with another wireless carrier. We are not liable if wireless coverage is lost in a specific area and the equipment can no longer be used as a wireless terminal.

S. **Virtual Terminal Processor Services and Fees.** Our Virtual Terminal Processor Service (the "VT Service(s)") is an additional service (subject to separate fees and charges). It allows you to effectuate Card transactions within the merchant portal application in accordance with our standards. You represent and warrant that you have implemented and will maintain secure systems for using the VT Services and transmitting information to us. You are responsible for any authorized or unauthorized transactions initiated using your user IDs. You assume all liability for (i) acts or omissions arising out of your use of the VT Services; and (ii) risks associated with using software with internet connectivity.

6. Fees and Other Services.

A. You agree to pay fees, cost escalations, assessments, tariffs, penalties, fines, claims or other items under this Agreement or the Operating Regulations. We will periodically (daily, monthly, etc.) calculate your fees and charges and debit the account(s) that you designate ("Designated Account(s)") to collect those amounts. We have the right to determine and change the periodic basis in the previous sentence in our sole discretion, without notice. We have the right to round, assess and calculate interchange and other fees and amounts in accordance with our standard operating procedures. We also have the right to assess some or all of the fees and charges via a separate or combined Services invoice(s). We will charge you for any fines, fees, penalties, loss allocations, assessments, registration expenses, certification expenses, telecommunication expenses, sponsorship fees, and other amounts assessed by Member Bank and/or third parties or incurred as a result of your actions, omissions, or use of the Services, or those we incurred on your behalf under the Operating Regulations, the Rules Summary, and the Laws.

B. Transaction fees are fees charged on each authorization. Card draft, credit draft, or other transaction type, regardless of the stated total ("Transaction Fee(s)"). We may charge a Transaction Fee for any transaction activity.

C. VISA, MasterCard, and Discover Interchange fees, assessments, and other amounts will be either: (i) assessed to you separate from and in addition to the Discount Rate, Transaction Fee, and other fees listed in the Application, or (ii) included in the Discount Rate and/or Transaction Fee listed in the Application. For American Express Card transactions, we will assess interchange fees, assessments and other fees in addition to the Authorization Transaction Fee and other fees described on the Application. For American Express Card transactions under Tiered Transaction Pricing, interchange fees and other amounts will be included in the Discount Rate and/or Transaction Fee listed on the Application. For PIN debit Card transactions under Tiered Transaction Pricing, we will assess interchange fees, sponsorship fees, switch fees, and gateway fees as pass through, and other amounts will be included in the Discount Rate and/or Transaction Fee listed on the Application. Certain fees are available upon request or through the Associations. You are responsible for conducting your own inquiry into the nature and type of applicable fees. The Discount Rate, Transaction Fee and other fees may be based, in whole or in part, on interchange rates, assessments, and other fees that the Associations and Other Networks periodically change.

D. You acknowledge that in order to receive the best Discount Fee and Transaction Fee on a particular Card transaction, the transaction must first "qualify" and exactly meet certain criteria. Several factors can prevent a Card transaction from qualifying, including that it: (i) was hand entered (i.e., the encoded card information was not read by a point of sale device); (ii) was voice-authorized; (iii) was not authorized; (iv) was not transmitted for processing within 24 hours; (v) was a Consumer or Commercial Reward transaction, a Visa Signature transaction, or a MasterCard World Elite Card transaction; (vi) was deemed a "Non-Qualifying" transaction by the Operating Regulations (e.g., certain foreign transactions or transactions from business, commercial, purchasing, or government Cards); (vii) was difficult to capture; (viii) was difficult to authorize; (ix) was submitted incorrectly; or (x) was not eligible for the lowest electronic interchange fee for any other reason. Additionally, you might not qualify for the best Transaction Fee or Discount Rate if your average ticket differs from what we used to calculate the Transaction Fee and/or Discount Rate; if you submit more than five percent of your monthly Card drafts without electronic transmission; or if your terminal, software, or communications lines fail to function properly. The Associations change the transaction qualification criteria from time to time. For certain non-qualifying transactions, we assess a surcharge of a certain percent of the transaction amount. In the event that your Card transactions under Tiered Transaction Pricing do not qualify or only partially qualify for the qualified discount rate quoted on the Merchant Price Schedule and/or the Operating Regulations, you agree to pay the Mid-Qualified Discount Rate and/or Transaction Fee, or Non-Qualified discount Rate and/or Transaction Fee set forth on the Application. We do not guarantee that your transactions will qualify for any given rate, and we disclaim all responsibility and liability for a transaction's failure to so qualify. In addition, Card transactions that do not meet the necessary criteria for payment are subject to complete denial, reversal and/or chargeback.

E. You shall pay all taxes imposed in connection with the Services. If we pay taxes for you, we can immediately debit your Designated Account or demand payment from you.

F. We may charge and you agree to pay for any non-specified service we provide and expense we incur at the request of or on behalf of you. Your use of any service not listed on the Application or provided at the commencement of the Agreement obligates you to pay any accompanying fees, charges, and related expenses. If you receive these Services you will be deemed to have consented to the fees, charges and expenses. We have no obligation to enhance or customize Services or additional services, but we may choose to do so for a separate fee. You shall take all necessary steps to ensure that you can receive the Services, at your own cost. This includes procuring equipment and software, and taking other steps as we direct.

Merchant Processing Agreement Terms and Conditions

G. We reserve the right to charge you a reasonable fee if we reasonably believe you are not fully compliant with the Rules Summary, Operating Regulations, Payment Card Industry Data Security Standard ("PCI-DSS") or any Laws, or if you fail to prove compliance upon our request. This fee will be in addition to any other amounts payable under the Agreement.

H. After your initial conversion to us, you agree to pay all direct and indirect costs (including those we, our affiliates, or our agents incur) related to any conversion to or from us as applicable, and/or relating to any programming effort affecting the Services.

I. If we advance funds to you or delay your obligation to pay funds, we reserve the right to assess you a cost of funds in the manner and amount of our choosing.

J. After we approve your Application, we will begin assessing any applicable monthly recurring charges. This Agreement subjects you to a Minimum Monthly Bill unless otherwise noted on the Application. In the event this Agreement expires or terminates for any reason, the Annual Fee or Semi-Annual Fee, as applicable, will not be prorated or refunded. If applicable, we may assess the ACH/DBA Fee listed on the Merchant Application for administrative services.

7. Termination or Suspension of Services.

A. **Default Event.** You are in default under this Agreement ("Event of Default") if: (i) we believe there has been a material or potentially material deterioration of your financial condition; (ii) you become subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for you, or you make an assignment for the benefit of creditors, or admit your inability to pay your debts as they become due; (iii) you cease doing business as a going concern, or there is a change in the identity of any person or entity owning, directly or indirectly, ten or more percent of the business; (iv) you are in breach any of the terms of the Agreement; (v) we reasonably believe fraud may be occurring, including splitting tickets or laundering tickets; (vi) your name or your principals' names are listed on the MATCH (Membership Alert to Control High Risk Merchants) System or other security or credit alert systems, or you are identified under an Association risk monitoring program; (vii) we determine that your Card transactions or the circumstances surrounding your Card transactions have become irregular or increase our exposure to chargebacks, reputational, or other security risks; (viii) we receive instructions from an Association or Other Network to close your account; (ix) circumstances exist that could cause harm or loss of goodwill to the Associations or Other Networks; (x) you no longer meet the eligibility requirements of an Association or Network; (xi) your volume in a calendar month exceeds 120% of the average annual volume indicated on the Merchant Application; (xii) your non-card present transactions in a calendar month exceed 120% of the MOTO and internet volume on the Merchant Application; (xiii) you experience returns greater than three percent; (xiv) you cease doing the kind of business described in the Merchant Application; (xv) you fail to pay any amount to us when due; (xvi) in our opinion, provision of a Service might violate the Operating Regulations, Rules Summary, or the Laws; or (xvii) we believe that you have violated or are likely to violate the Operating Regulations, Rules Summary, or the Laws. We shall determine the existence of an Event of Default or Improper Transaction (defined in Section 7.A.). Our determination is conclusive unless you contest it in writing within one year. Upon the occurrence of an Event of Default, we may exercise any right or remedy in this Agreement without notice. These include: (i) terminating the Agreement; (ii) suspending or ceasing to provide the Services; (iii) collecting the early deconversion fee, if applicable; (iv) establishing a Reserve Account; (v) collecting any amounts you owe us by means of setoff, recoupment, or any other legal means; and/or (vi) assessing fees and recovering costs associated with the investigation of any suspected fraudulent activity or Event of Default. Termination for any reason shall not relieve you of any liability or obligation you owe us. We have a right to assess fees and recover all costs associated with our investigation of suspected fraudulent activity or an Event of Default. You agree that we may retain the entire amount of the Reserve Account as liquidated damages if you engage in an Improper Transaction. If you accept transactions in connection with an Event of Default, we have the right to hold settlement funds and to subject them to a per month fraudulent transaction fee equal to 15% of the amount held. We have no liability to you for any direct or indirect losses you may suffer as a result of our suspension of funds disbursement or failure to pay transactions in connection with an Event of Default.

B. **Early Deconversion Fee/Liquidated Damages.** If we terminate this Agreement after a breach by you, or if you wrongfully terminate the Agreement, you shall: (i) pay us the Early Deconversion Fee set forth on the Merchant Application for each Merchant Identification number and Merchant location; and (ii) pay us liquidated damages equal to your average monthly fees (excluding Card Organization interchange and assessment fees), for the three calendar months and that your revenue was highest during the preceding twelve (12) months (or shorter period if the Agreement has not been in effect for twelve (12) months), multiplied by the number of months then remaining in the term of the Agreement. For clarity, the Early Deconversion Fee includes costs of processing Chargebacks, restocking equipment, and deleting numbers related to your deconversion. You agree that the liquidated damages are fair and reasonable because it is difficult or impossible to estimate our damages following a breach or wrongful termination. Notwithstanding the foregoing, no Early Deconversion Fee will be charged to the extent it is prohibited by Law. Additionally, you agree to pay us (i) any unpaid invoice; and (ii) any damages, losses, expenses, fees, fines, penalties, chargeback amounts, and adjustments we incur in connection with the Agreement. You authorize us to debit your Designated Account or to deduct amounts you owe us under this Section from the settlement funds we owe you. You are responsible for any collection fees, legal fees, and other expenses we incur in recovering your delinquent amounts.

C. **Return of Equipment/Materials.** You shall return our equipment, promotional materials, advertising displays, emblems, Card drafts, credit memoranda, and other forms within 14 days of termination. You agree to immediately pay any amounts you owe for equipment costs.

D. **Remedies Cumulative.** Our rights and remedies under this Agreement and/or at law or in equity are cumulative.

E. **Terminated Merchant File.** You acknowledge and consent to our obligation to report your business name and the name of your principals to the Associations if we terminate you due to the reasons listed in the Operating Regulations, including for breaching this Agreement. You agree to refrain from bringing any claims against us for reporting you to the Associations.

F. Termination of this Agreement for any reason does not automatically terminate your equipment lease, if applicable.

G. If we believe that any of your activities or our performance of any service under the Agreement could subject us to increased regulatory scrutiny or reputational harm, we reserve the right to (i) terminate the Agreement at any time; or (ii) suspend or cease providing any service or the Services at any time.

H. **Other Termination Rights.** We have a right to terminate this Agreement at any time by providing you with thirty (30) days written notice.

8. Authorization, Setoff, Reserve, and Security Interest.

A. You authorize us, our agents, and third parties to initiate ACH credit/debit entries to or from the Designated Account, the Reserve Account, or any other account you maintain at any institution that is a receiving member of ACH, including for amounts you owe us, that we owe you, or for correction of errors. This authorization applies even after you change accounts. It survives the termination of this Agreement, until the later of: (i) two years from the Agreement's expiration; or (ii) the date you have satisfied all of your obligations to us. You shall ensure the Designated Account(s) have funds sufficient to satisfy your contingent and accrued obligations and duties under this Agreement. No attempt to change or alter the account (an "Account Change") is effective until we acknowledge the change on our system. Accordingly, you shall not close an old account until the new account receives the third deposit. We are not responsible for checking the accuracy of any Account Change your purported representatives submit in connection with an Account Change. Additionally, we are not responsible for liability associated with any Account Change unless it is due to our gross negligence or willful misconduct. You are solely liable for all fees and charges your financial institution assesses, including overdraft and NSF charges. You release and hold us harmless from any financial institution fees or charges, regardless of cause. We are not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties, including the Associations, Other Networks, a clearing house, or your financial institution. We may audit and verify all Card and credits you accept. You agree that we may debit or credit your Designated Account for any inaccuracies. You also agree to be bound by the National Automated Clearing House Association's operating rules.

B. You agree that payment is due the date we originate an ACH debit transaction record to your Designated Account. Fees not paid when due bear interest at the rate permitted by Law. You are responsible for paying all fees, without set-off or deduction. We have a right to set-off amounts you owe us from amounts we owe you or your affiliates.

C. The closing of your Designated Account does not constitute a mutually agreed upon termination of this Agreement.

D. As a specifically bargained for inducement for us to enter into this Agreement with you, we reserve the right at any time to: (i) create a reserve of funds ("Reserve Account") from settlement amounts or any other amount payable to you; (ii) require you to pay us the amount needed to fund a Reserve Account during this Agreement and/or pay any additional funds needed to maintain the Reserve Account at all times; and/or (iii) require you to establish an irrevocable standby letter of credit naming a beneficiary we designate ("Letter of Credit"). If we require security as described in the preceding sentence, you will immediately fund the Reserve Account or provide the Letter of Credit, and maintain the Reserve Account or renew or replace the Letter of Credit as we instruct. We have complete discretion to determine the amount of any Reserve Account or Letter of Credit. You will increase either at any time upon our request. If a Letter of Credit will be cancelled, will not be renewed, or will not be in full force and effect, you will provide a replacement Letter of Credit upon our demand, on or before the date that we determine. Any Letter of Credit will be issued by a financial institution, in a format, and with an expiration date acceptable to us. We have the right to use the Reserve Account(s) and/or Letter(s) of Credit to cover amounts due or that might become due to us at any time. Reserve Account funds may be commingled with other funds, and need not be maintained in a separate account designated in your name. Subject to the other terms of this Agreement, we have the right and discretion to retain funds placed into the Reserve Account until you request the funds in writing, and the later of (i) 270 days has passed following the termination of this Agreement; or (ii) 180 days has passed since the last possible chargeback (the later date shall be the "Refund Request Date"). The Reserve Account becomes our property upon our notice to you if you engage in, or are suspected to have engaged in, (i) illegal business activities; (ii) collusive fraudulent transactions with Cardholders; (iii) laundering or aggregating illegal and/or brand damaging transactions; (iv) establishing your account with us through identity theft; or (v) any other fraudulent act (each an "Improper Transaction"). You waive any contract right you have in the Reserve Account and its balances if you fail to object in writing within 90 days of the Refund Request Date or our notification of an Improper Transaction event.

E. We have the right to divert your funds to a Reserve Account or to temporarily suspend processing for a reasonable time to investigate any real or potentially improper transaction activity. Following an investigation, we may continue to maintain the diverted funds in a Reserve Account in accordance with this Section 8. We have no liability to you for diverting funds or suspending processing.

F. This Agreement is a security agreement under the Uniform Commercial Code. You grant us a security interest in and lien upon all: (i) funds in the Designated Account; (ii) funds in the Reserve Account; (iii) amounts due you under this Agreement, including rights to receive payments or credits; and (iv) proceeds in any account or from any sale (collectively, the "Secured Assets"), to secure all of your obligations under this Agreement. For Secured Assets maintained by Member Bank, you authorize Member Bank to comply with our demands regarding the Secured Assets. Our control of the Secured Assets with Member Bank constitutes a perfected interest under Article 9 of the Uniform Commercial Code. We may direct the disposition of the Secured Assets without further consent from you. You represent and warrant that we have the only security interest in the Secured Assets. You agree not to grant a security interest in the Secured Assets to a third party without our prior written consent. Additionally, we have a contractual right of set-off against the Secured Assets. Our right of set-off shall be deemed to have been exercised immediately upon the occurrence of an Event of Default without any action by us or notation in our records, even if we enter the set-off on our books and records at a later time.

9. Indemnification and Limitation of Liability.

A. You shall indemnify and hold us, and our directors, officers, employees, affiliates, and agents harmless from and against all proceedings, claims, demands, losses, liabilities, damages and expenses (including any fines, fees, assessments, audit fees, card replacement costs, or penalties levied against us by an Association, any Card issuer, or any Other Network, and attorneys' and collection fees and expenses) resulting from or otherwise arising out of: (i) the Services; (ii) any breach of any term or condition of this Agreement; (iii) any

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misrepresentation by you under this Agreement; (iv) your acts or omissions in connection with the Services under this Agreement, including the acts and omissions of your employees and agents; (v) your processing activities and provision of goods and services to Cardholders; (vi) any violation of the Operating Regulations, the Rules Summary, or the Laws; (vii) any guarantees we provide to a third party for your benefit, including lease guarantees; (viii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to your ability to use the Services, including your use of an Agent or any other third party processor or system, or your ability to connect to the Internet or an external network; (ix) any act or omission of a third-party with which you have contracted; (x) any bankruptcy proceeding; (xi) effecting transactions with the use of a lost, stolen, counterfeit, or misused Card; (xii) any action you institute against any Association, Other Network or Card issuer following a chargeback or fine; or (xiii) any action we take against the Designated Account, Reserve Account, or any other account you own, pursuant to this Agreement. You shall also defend, indemnify, and hold harmless the institution that maintains your Designated Account for acting in accordance with any instruction from us regarding the Designated Account. This indemnification shall survive the termination of the Agreement.

B. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and assume all risks associated with the acceptance of cards. We are not liable for lost profits, lost business, or any incidental, special, consequential, or punitive damages (whether or not arising out of circumstances known or foreseeable by us) you or your customers or any third party suffers in connection with the Services. We are not liable for damages or losses wholly or partially caused by you or your employees or agents. Nor are we liable for any damages or losses you may sustain as a result of our exercise of post-default rights or remedies under this Agreement, provided we had a good-faith, reasonable basis to believe an Event of Default occurred. Our liability related to or arising out of this Agreement shall not exceed the fees paid to us for the particular Services in question for the calendar month preceding the date of our relevant act or omission. The parties acknowledge that the limitations in this Section are integral to the amount of fees we charge for the Services. Except as otherwise described in this Section, your exclusive remedy for any claim against us is termination of the Agreement. We are not in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from errors in data you or other parties provide to us, or any event beyond our reasonable control, including the Force Majeure Events defined below. If we defend a claim you bring against us and prevail, you shall reimburse us the costs, attorneys' fees, and other related expenses we incurred.

C. We are not liable for, nor in default under this Agreement, for any delays, failure to perform, loss of performance, or interruption in service resulting directly or indirectly from a Force Majeure Event. A "Force Majeure Event" includes labor disputes; fire; weather; acts of God; acts of a public enemy; other casualty; power outages; funding delays (however caused); governmental orders or regulations; errors in data provided by you or others; international, domestic, and/or economic terrorism; or any other cause, whether similar or dissimilar to those just mentioned, beyond our reasonable control.

D. Except for actions related to your failure to pay amounts due under the Agreement, no cause of action shall be brought by either party more than one year after it accrued.

E. You recognize and agree that any limitations of liability set forth in this Agreement are fair and reasonable.

10. Confidentiality.

A. We will be providing you with Confidential Information. "Confidential Information" includes this Agreement and information relating to our methods, techniques, programs, devices and operations and those of Providers, the Associations, and Other Networks. You shall not disclose Confidential Information to any person or entity, other than to your employees and agents who participate directly in the performance of this Agreement and need access to the information. You agree to comply with the confidentiality and security requirements of the Rules Summary, the Laws, and the Operating Regulations. This includes the Visa Cardholder Information Security Program ("CISP") found at www.visa.com/cisp; the MasterCard Site Data Protection Program ("SDP"), found at www.mastercard.com/sdp; and the American Express Data Security Operating Policy ("DSOP"), found at www.americanexpress.com/merchant; and any similar Association or Other Network program requirement. You acknowledge receipt of the Worldpay, LLC Privacy Notice or the NPC Privacy Notice, as applicable ("Privacy Notice") also available on www.NPC.net. Notwithstanding anything to the contrary in the Privacy Notice or this Agreement, we have the right to use, disclose, share, and retain any information you provide or that arises out of the Services, during the term and thereafter: (i) with your franchisor or franchisee(s), association(s) you belong to or belonged to at the commencement of this Agreement; (ii) with your affiliates; (iii) in response to subpoenas, warrants, court orders or other legal processes; (iv) in response to requests from law enforcement agencies or government entities; (v) to comply with applicable Laws; (vi) with our affiliates, business partners and agents; (vii) to Associations and Other Networks and their designees, (viii) to Providers and their designees; (ix) to any other referral source or processor, including the applicable referrer, ISO/MSP, or independent Card office; (x) to perform analytic services for you, us and/or others, including analyzing, tracking, and comparing transaction and other data to develop and provide insights for those parties as well as for developing, marketing, maintaining and/or improving our products and services; and/or (xi) to offer or provide the Services under this Agreement. You authorize us to (i) make public the execution of this Agreement and/or the provision of Services under this Agreement; and (ii) include your name and logo on a list of our customers that may be shared with the public. Upon our request, you agree to provide testimonial information regarding the Services.

B. You must secure and prevent the unauthorized access of any systems and media containing account, Cardholder, or transaction information (physical or electronic, including account numbers, Card imprints, and terminal identification numbers). Except for Card drafts you maintain in accordance with this Agreement or the Laws or Operating Regulations, you shall render inoperative and unreadable any media you no longer deem necessary or appropriate to store. You shall notify us of the identity of any third party who will have access to Cardholder data ("Merchant Provider(s)"). You shall also ensure that (i) Merchant Providers cannot access Cardholder data unless authorized by the Operating Regulations; (ii) Merchant Providers have proper security measures to protect Cardholder data; (iii) you and Merchant

Providers comply with the PCI DSS; and (iv) you have written agreements with Merchant Providers requiring compliance with the terms of this Section. You shall immediately notify us of any suspected or confirmed loss or theft of any transaction information. This includes any loss or theft from a Merchant Provider. You are responsible for demonstrating your and Merchant Providers' compliance with the PCI DSS programs. You agree to provide us reasonable access to your locations and the locations of your Merchant Providers so that we can, at our option, verify whether you and your Merchant Providers can prevent future security violations. In the event of a suspected or confirmed loss or theft of information, you agree, at your expense, to provide any information, whether requested by us, an Association, financial institutions, or a local, state, or federal official in connection with the event. You further agree to cooperate in any ensuing investigation, including any forensic investigation. The information you provide in response to an investigation shall be considered our confidential information. The requirements of this provision apply to Cardholder data regardless of the medium in which the information is contained and regardless of whether you process transactions via Internet, mail, phone, face-to-face or any other method.

C. Our proprietary and confidential online portal service provides reporting detail about your use of the Services ("Portal Services"). We reserve the right to disallow, discontinue, suspend, or change your use of Portal Services at any time without notice. You agree to maintain the confidentiality of any Portal Services passwords in your possession. If we provide Portal Services to you, our only obligation is to make the Portal Services available in accordance with our standard operating procedures (e.g., then-current timeframes, standards, scheduling, and procedures, including those for setup, account access, and suspension of Portal Services). You shall provide us with prompt written notice of account or user ID changes, including User IDs that are no longer active or should be deleted. You are solely responsible for any unauthorized access to Portal Services, including unauthorized employee or agent access, or third party access. We have no liability for third-party interruptions in Portal Services (e.g., internet providers), or errors or inaccuracies in the data reported to you.

11. **Continuing Unlimited Guaranty.** This Section ("Continuing Unlimited Guaranty") applies to each person who signs this Agreement as a Guarantor (each a "Guarantor"). To induce us to enter the Agreement, each Guarantor jointly and severally guarantees the prompt and full payment of all Obligations (defined below) when due.

A. The word "Obligation" is used in its most comprehensive sense. It includes all indebtedness, debts and liabilities (including principal, interest, late charges, collection costs, attorneys' fees and the like) that Merchant owes us, whether Merchant created the obligation alone or with others, and whether Merchant is primarily or secondarily responsible. Obligations can be secured or unsecured, absolute or contingent, liquidated or unliquidated, and direct or indirect. Obligations can be evidenced by note, draft, a guaranty agreement, or otherwise. Obligations can exist now or arise in the future. It includes all payment obligations, indemnification obligations, and indebtedness Merchant owes us arising from or related to the transactions or Services under this Agreement.

B. Guarantor promises to pay any Obligation that Merchant has not promptly paid when due. Guarantor promises to pay irrespective of our actions or inactions regarding the Obligations, or whether we have enforced any security interest created under this Agreement. Guarantor further promises to pay irrespective of the invalidity, insufficiency, or unenforceability of any Obligation. Guarantor's obligations shall not be affected, modified or impaired by any counterclaim, set-off, deduction or defense based upon any claim the Guarantor may have against you (Merchant) or us, except payment or performance of the Obligations.

C. Guarantor waives notice of any acceptances of this Continuing Unlimited Guaranty. Guarantor waives presentment, demand, protest, notice of protest, and notice of dishonor or other nonpayment of any Obligations. Further, Guarantor waives notice of sale or other disposition of any collateral or security we now hold or later acquire. The duties of Guarantor shall not be released, discharged, or modified by: (i) our extending the time for payment (for Merchant or Guarantor); or (ii) our delay or omissions in exercising any rights, taking any actions, or pursuing any remedies against Merchant or Guarantor. Guarantor agrees that we may release or modify any collateral, security, or other guaranties without notice or consent from Guarantor and without modifying Guarantor's duties to us. This is a guaranty of payment and not of collection. We have no obligation to demand or pursue any rights against Merchant, anyone else (including another Guarantor), or to exhaust any rights or remedies related to any collateral, security, or other guaranties before demanding payment from Guarantor. Guarantor waives all defenses based on suretyship or impairment of collateral. Following a default under this Agreement, we may apply and/or setoff against amounts due to us any deposits, account balances, or other credits of Guarantor in our possession. Guarantor grants us a security interest in the items just described.

D. The obligations of any Guarantor shall be joint and several with Merchant and any other Guarantor under this Agreement. The property described in any collateral security documents Guarantor provides, whether previously, contemporaneously, or in the future, secures this Continuing Unlimited Guaranty. This Continuing Unlimited Guaranty shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, transferees and assignees. Other terms and conditions applicable to this Continuing Unlimited Guaranty can be found in Section 12.L.

12. **Miscellaneous Terms and Conditions.** The following terms and conditions also apply.

A. **Title to the Services.** You agree that the Services are licensed and not sold. As a result, you only acquire a nontransferable, revocable, non-exclusive right to use the Services. The right exists only during the term of the Agreement, and only for the purpose of accepting and managing payments. We retain all right(s), title, and interest in and to the Services. This includes rights in materials we deliver to you, and any invention, development, product, trade name, trademark, service mark, software program, or derivative from any item just listed. You shall not: (i) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell, or distribute any of our material; (ii) permit any third party to use or benefit from the Services through a rental, lease, timesharing, service bureau, or other arrangement; (iii) work around, bypass or circumvent any of the technical limitations of the Services, use any tool to enable disabled functionalities, or decompile, disassemble, or reverse engineer the Services (unless the restriction is prohibited by the Laws); (iv) perform any act that interferes with proper access or use of the Services; or (v) use the Services in any manner not expressly allowed under this Agreement.

B. **Notices.** Unless otherwise stated, you shall deliver notices and other communications in writing via certified mail or reputable overnight courier (postage prepaid) to the following address: Worldpay ISO Inc, Attention: General Counsel/Legal Department, 8500

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Governors Hill Drive, MD# 1GH1Y1, Symmes Township, OH 45249-1384. Notices delivered in this manner become effective upon our actual receipt. Our communications to you shall be delivered via email, facsimile (effective upon transmission confirmation), ordinary or certified mail (effective the seventh day after mailing), reputable overnight courier (effective the first day after submission to the courier), or via a report, communication via Portal Service or invoice (effective when made available).

C. We have no obligation to process any Visa or MasterCard transaction beyond the authority of a U.S. member of Visa and MasterCard or any Discover Network Card or American Express transaction outside the United States and other United States territories.

D. **Account Debiting Authorization.** In addition to our other collection rights in this Agreement, you expressly authorize us or our affiliate to collect amounts due us or our affiliate by debiting any deposit account you maintain with Member Bank.

E. **Amendments.** We may amend this Agreement or change rates at any time. You do not have the same right. We will provide notice of changes in accordance with the notice Section of this Agreement. If you continue to process transactions after, or fail to notify us that you contest a change within seven days of actual or constructive notice, you will be deemed to have accepted that change. We have the right to make Association and Other Network changes and increases in interchange, fees, or assessments without providing you notice. You agree to pay these increased fees and charges throughout the term. We are not bound by any changes, additions, or deletions you make to the Agreement unless they are part of a written amendment that is signed by you and us.

F. **Assignment.** We have a right to assign this Agreement. Unless you get our prior written consent, you do not. This means that any assignment, even an assignment by operation of law, is prohibited without our consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, transferees, and assignees (if applicable). If you assign this Agreement without our consent, the assignee will be bound by the terms of this Agreement. Your sale of the business does not relieve the original owner or original Guarantors of chargeback or other liabilities, even those occurring after sale.

G. **Independent Contractors.** We are not your agent, and we are not in a joint venture, or partnership with you (or vice-versa). Both you and we are independent contractors.

H. **No Third-Party Beneficiary.** Unless expressly stated in these Terms and Conditions, this Agreement is for the benefit of, and may be enforced by, only you and us, and our successors and permitted transferees and assigns. It is not for the benefit of any third party.

I. **Employee and Agent Actions.** You are responsible for the acts or omissions of your employees and agents related to this Agreement and the use of the Services.

J. **Severability and Non-Waiver.** The invalidity or illegality of any part of this Agreement shall not invalidate the rest of the Agreement. The Agreement shall instead be construed as if the invalid or illegal provision were not part of the Agreement. Our delay or failure to exercise any right under this Agreement shall not operate as a waiver or estoppel of that right.

K. **Signature.** An original, a copy, facsimile copy, or digital, photographic or electronic copy of your signature serves as the signature for this Agreement. Further, duplicate original records of this Agreement (digital, photographic, or otherwise) have the same force and effect as the original. The parties agree that contracting through electronic means including e-signature or "click to agree" processes is an acceptable form of showing agreement.

L. **Arbitration, Governing Law, Jury Waiver, and Class Action Waiver.** This Section applies to you, any Guarantor, or any other party who claims an interest in this Agreement.

i. **Arbitration.** The parties agree to submit any unresolved dispute, controversy, or claim between them to binding arbitration in lieu of litigation or other court or administrative proceedings. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions in this Section. It also governs any arbitration proceedings that take place pursuant to this Section. The parties shall make arbitration filings in Cincinnati, Ohio or Hamilton County, Ohio. Filings must comply with the Commercial Arbitration Rules of the American Arbitration Association. The parties shall share the costs, fees, and expenses of the arbitration and the arbitrators equally. The arbitrator's award, including awards of attorney's fees, costs, and expenses, shall bind the parties and may be entered as a judgment in any court of competent jurisdiction. The statute of limitations is a defense to the commencement of an arbitration proceeding. However, the filing of an arbitration proceeding tolls the statute of limitations. Nothing in this Section prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

ii. **Governing Law.** The parties have entered into this Agreement in Ohio. The laws of Ohio govern the interpretation, construction, and enforcement of this Agreement, including the Continuing Unlimited Guaranty. Without waiving our right to enforce the Arbitration provisions in this Section, you/Guarantor agree only to bring a legal suit, action, or proceeding arising out of or related to this Agreement or pertaining in any way to the relationship between us and you, or us and Guarantor (an "Applicable Claim"), in a state or federal court in Hamilton County, Ohio. With respect to any Applicable Claim brought by us, you or Guarantor, you/Guarantor waive any objection to venue, and submit to the jurisdiction of a state or federal court in Hamilton County, Ohio. Nothing in this Section prohibits us from bringing any action or from exercising our rights under this Agreement in another state or country. You/Guarantor agree that our service of a Summons and Complaint at the address listed in the Agreement constitutes proper service and subjects you/Guarantor to the personal jurisdiction of the respective court. Unless the Operating Regulations require otherwise, you shall bring any claim you have against Member Bank against us (subject to the limitations and restrictions of the Agreement), and not against Member Bank.

iii. **Jury Waiver.** YOU AND/OR GUARANTOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS TO HAVE A CASE DECIDED BY A JURY. YOU AND/OR GUARANTOR AGREE THAT OUR FILING OF A COPY OF THIS PARAGRAPH IN ANY PROCEEDING CONCLUSIVELY PROVES YOUR WAIVER.

iv. **Class Action Waiver.** YOU AND/OR GUARANTOR ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US OR MEMBER BANK.

M. **Headings and Construction.** The parties have used the headings in this Agreement for convenience only. No heading shall affect the interpretation of any provision. These Terms and Conditions are subordinate to the Rules Summary, the Operating Regulations, and the Application (unless the Application is blank). Our approval of the Application does not guarantee you a right to receive processing. The parties have chosen the language in this Agreement to express their mutual intent. No rule of strict construction shall operate against any party. This Agreement constitutes the entire agreement between the parties with regard to the Services, and supersedes all prior or other agreements or representations regarding the Services, whether written or oral. All prior understandings have merged into this Agreement.

N. **Other Rights and Acknowledgements.** We may change Member Banks at any time without notifying you. Any Member Bank may delegate all or part of its duties to its affiliate at any time, also without notifying you. We are an agent of Member Bank in connection with Visa and MasterCard transactions, and may use an ISO/MSP in connection with this Agreement. The ISO/MSP is an independent contractor and not our agent. Accordingly, ISO has no authority to execute an Agreement on our or Member Bank's behalf. You owe Member Bank the same obligations you owe us. We may exercise any rights or remedies in this Agreement individually or jointly with Member Bank, and may likewise exchange or allocate the duties and obligations each owes to you.

O. **Attorney's Fees.** You shall reimburse and indemnify us for all attorneys' fees and other costs and expenses we incur or pay in: (i) defending our rights under this Agreement; (ii) enforcing the Agreement; or (iii) collecting any amounts you owe us under the Agreement.

P. **Survival.** Provisions that impose or could impose a continuing obligation on you shall survive the expiration or termination (for any reason) of this Agreement. This includes your liability for chargebacks and reversals, your duty to indemnify us and Member Bank, and your duties with respect to account maintenance.

Q. **Association/Other Network Agreements.** You may sign an agreement with an Association or Other Network ("Other Merchant Agreement"). An Other Merchant Agreement is a separate and independent agreement. We have no responsibility for Association's, Other Network's, or your breach of an Other Merchant Agreement. We do not have to comply with the terms or conditions of an Other Merchant Agreement. We have a right to cease providing Services for any Other Networks or Associations in our sole discretion. You agree to pay all fees, fines, assessments and penalties the Associations or Other Networks impose. We may allocate those fees, fines, assessments, or penalties in any manner and in our sole discretion. You agree that all POS terminals operate with unique keys according to PIN debit network requirements.

R. **Routing.** You authorize us to decide where to route a Card transaction.

S. If applicable, we and you shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their color, race, religion, sex, or national origin. Moreover, these regulations, if applicable, require each of us to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. **Regulatory Accounting Assistance Program.** The Regulatory Accounting Assistance Program ("RAAP") is an online and paper reporting tool that will assist you with reconciling your gross sales with your net sales (for sales processed with us). We have a right to charge you a RAAP fee for each of your unique Taxpayer Identification Numbers.

14. **Alternate Funding.** If you request and are approved for Alternate Funding, we will generally initiate an ACH of settlement funds due to you to the Designated Account within one business day (i.e., any day the Federal Reserve is open for business, other than Sundays or State or Federal holidays), provided we receive the complete transaction data by the applicable cutoff time. We have no liability to you if we do not ACH your settlement funds within one business day. If you are not approved for Alternate Funding, we will set you up with Premium ACH for your deposit timeframe. We can change your deposit timeframe from Alternate Funding to Premium ACH at any time and without giving you advance notice. We can also, in our sole discretion, delay your settlement payments for up to seven days from the date we received the settlement payment. This does not preclude us from exercising our right to establish a Reserve Account or to suspend payments pursuant to this Agreement. On the next business day following the expiration of the delay period, we will begin crediting the settlement payments to your Designated Account, less any amounts you owe us. This delay of the settlement payments will be ongoing and will continue as long as we are providing you with processing Services (i.e., it will be a rolling delay). Additionally, we have a right to delay, in our sole discretion, crediting the Designated Account with funds evidenced by submitted Card transactions. You are responsible for verifying the amount of funds actually deposited to and available in your Designated Account on a daily basis. We are not responsible for the availability of funds represented by submitted Card transactions, or for any charges you incur for overdrawing the Designated Account.

15. **NPC Security Services.** Security Services may individually or collectively mean EMV Support, PCI Program, and point-to-point encryption ("P2PE") or such other service as designated by us. You may utilize P2PE products and services on select terminals using services provided wholly or partially by a third party with our support (collectively referred to as "Security Services"). You bear all risk and responsibility for conducting your own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Rules Summary, the Operating Regulations, and the Laws. Accordingly, your use of Security Services is at your own risk. Our decision to offer Security Services shall not limit your duties and obligations contained in this provision or the Agreement. You acknowledge that the receipt of Security Services may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at your sole expense) and may not be supported on all terminals/equipment. We do not warrant or guaranty that use of the Security Services, in itself, will: (i) result in your compliance with Rules Summary, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. You shall not acquire any interest in (ownership, intellectual property or otherwise) any of the third party provider software used to provide the Security Services. You shall not, and shall have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion

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of such third party provider software used to provide the Security Services or any materials provided by us or to modify, decompile, or reverse engineer any such software, materials, or the Services.

A. **EMV Non-Enabled Fee.** The EMV Non-Enabled Fee is effective if you do not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of your MCC as determined by us. Transactions will be evaluated and assessed monthly at the MID level. This fee is based on the gross sales amount of each card present transaction.

B. **EMV Support.** Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. If you have not made the investment in chip-enabled technology, you may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. We are enabled to process in-store EMV transactions to help reduce fraud liability.

C. **Point to Point Encryption.** The P2PE Service is a two part service designed to: (i) encrypt (make unreadable) card data information at the origin of the payment transaction, which is a PCI-PTS certified Secure Cryptographic Device (SCD) that has licensed P2PE functionality that aligns with the P2PE technologies hosted by the us; and, (ii) decrypt card data information at the destination of the transaction, which are our data systems. You acknowledge and agree that SCD P2PE functionality is required and may require you to engage an appropriate third party provider or authorized reseller and said licensed functionality may incur fees in addition to those set forth herein. Card data information protected by the P2PE Service may include Track 1 or Track 2 data (Magnetic Stripe Data obtained through a magnetic card swipe read) or PAN Data (Manually Entered Personal Account Number ("card") data) as appropriate to the type of transaction processed on the SCD. The SCD functionality supporting the P2PE Service is designed to securely store or generate encryption keys which are used in conjunction with the P2PE functionality to encrypt card data at the moment that the card data is captured by the SCD. The P2PE Service applies only to transactions that were encrypted by the SCD and sent from the terminal to our authorization and settlement systems pursuant to the Agreement. Supported transactions include those associated with credit (signature), debit (signature) and debit (PIN). Our provision of P2PE Service to you is subject to the availability of the licensed encryption software from the applicable third party provider and your compliance with the Agreement.

D. **PCI Program.** The Card Organizations have mandated that all merchants must comply with the PCI DSS found at www.pcisecuritystandards.org (see www.visa.com/cisp for additional information). We have a PCI DSS program ("PCI Program") to assist merchants with PCI DSS validation. Member Bank is not a party to or liable for PCI Program.

a. **Benefits of PCI.** Upon enrollment in the PCI Program, you are eligible to receive:

(i) Access to an online PCI certificate validation system, where you can complete your Self-Assessment Questionnaire (SAQ);

(ii) Access to remote scanning services, which includes monthly vulnerability scanning for up to five (5) of your computer website (IP) addresses (additional fees apply if you have more than 5 IPs). This applies to PC/IP merchants only.

b. **PCI Compliance Validation Process**

(i) **Validation Requirement.** In order to take full advantage of the PCI Program, you must validate your compliance with the PCI DSS on an annual basis or as otherwise required by us or a Card Organization as more fully set forth herein. To validate your compliance with the PCI DSS, you must successfully complete a SAQ and, if applicable, a vulnerability scan as provided below.

(ii) **Self-Assessment Questionnaire (SAQ).** A SAQ is a list of questions developed by the Payment Card Industry Security Standards Council ("PCI SSC").

(iii) **Vulnerability Scans.** A vulnerability scan ("Scan") is necessary for any merchant with Internet accessible IP addresses connected to or that could allow access to their cardholder data environment. This includes, but is not limited to Internet connected terminals, Internet connected registers, and ecommerce environments. Here are the steps to receive your Scan:

1. Once you have completed your SAQ, the system will guide you to schedule a Scan, if applicable.

2. The Scan will identify vulnerabilities or gaps that may allow unauthorized or malicious users to gain access to your network and potentially compromise cardholder data. The Scan does not require you to install any software, and no denial-of-service attacks will be performed.

3. Upon completion of the Scan, you will receive a link to your full compliance report. A network vulnerability review failure means that the Scan discovered areas of severe vulnerability. The report describes the issues found and provides you with recommendations for scan resources to begin fixing the problems. The tool will guide you to remediate the failed Scan and work toward achieving compliance. Once you have addressed the vulnerabilities, simply schedule a follow-up Scan to ensure your remediation of the problem meets the PCI DSS requirements.

(iv) **Certificate of Validation.** Upon successful completion of the SAQ and Scan, if applicable, your Certificate of Validation will be issued. You can print your Certificate through our online portal or, if you have completed a paper version of the SAQ, your Certificate will be mailed to you.

(v) **Re-Validation.** You must maintain a current, successfully completed SAQ and timely pass quarterly Scans, if applicable, in order to take full advantage of the PCI Program. A SAQ is no longer current if the Certificate of Validation issued by us to you is more than one (1) year old. You are also required to re-validate by completing a new SAQ and passing Scans, if applicable, when you make a change in your processing environment or if you fail to timely complete a required quarterly Scan.

1. A change in your processing environment requiring re-validation occurs when you transition from one card-processing environment to another such that your SAQ

Classification changes, necessitating re-validation under a new SAQ. With respect to a re-validation required due to a change in your processing environment, you must complete the re-validation process within twenty-four (24) hours of such change in order to maintain your validation of compliance with the PCI DSS.

2. With respect to a re-validation required due to your failure to complete a required quarterly Scan, we will deem your failure to complete a Scan within ten (10) days of the end of the preceding quarter to require re-validation under the PCI Compliance Validation Process, in order to maintain your validation of compliance with the PCI DSS.

3. With respect to a re-validation required due to the expiration of the annual SAQ or any other reason for which Re-Validation is required, you will have five (5) days to complete the PCI Compliance Validation Process, in order to maintain your validation of compliance with the PCI DSS.

Once you have successfully completed the re-validation of your PCI DSS compliance, we will issue you a new Certificate of Validation for the current validation period.

c. **Costs.**

(i) We may assess you a non-compliance fee if you do not validate your compliance with the PCI DSS.

E. **Security Policy.** As part of PCI DSS, the Card Organizations require that you have a security policy that covers the security of credit card information.

F. **Amendment.** The Security Services is subject to change from time to time by us. Any changes will be effective fifteen (15) days following the date notice of such change is sent to you, even if it was not received by you.

G. **Further Information.** Please contact our customer service representative.

H. **Waiver; Limitations on Waiver.** Upon your successful validation of compliance with the PCI DSS under the PCI Program, we agree to waive your liability to us, up to \$50,000, for the following fees and costs incurred as a result of a verified compromise of cardholder data that are otherwise your liability under this Agreement: (1) fees and costs associated with a required forensic audit conducted by an approved Qualified Incident Response Assessor (QIRA); (2) fines or assessments levied by a Card Organization as a result of the required forensic audit; and (3) fees and costs associated with the production and distribution of replacement credit cards for compromised card numbers (the "Waiver").

The Waiver provided under this Section is also subject to the following:

(i) Our agreement to waive your liability to us for the fees and costs described in this Section is only effective upon: (1) your continued validation of compliance with the PCI DSS and participation in the PCI Program; and (2) your successful completion of the PCI Compliance Validation Process described in Section 15.D.b above; provided, however, that there is no change in your business practices regarding Card acceptance. Your continuing qualification for the PCI Program is premised upon initial validation of your compliance with the PCI DSS as described in Section 15.D.b above and timely re-validation of your compliance with the PCI DSS, including annual completion of a SAQ and passing quarterly vulnerability scans, if applicable, payment of the Program cost, and otherwise complying with the terms of the Program and the Agreement.

(ii) If you are in compliance with the requirements of subsection (i) above, we agree to waive up to \$50,000 in fees and costs described in this Section for each unique Merchant Identification Number (MID). If you have multiple MIDs that have the same federal tax identification number (or in the case of a sole proprietorship, the same social security number), then the maximum aggregate Waiver amount for those MIDs is limited to \$100,000. In addition, if a MID is one of a group of MIDs that are eligible for and receive a multi-merchant discount for the PCI Program fees, the aggregate Waiver for all MIDs in such group is \$100,000.

(iii) Your validation of compliance with the PCI DSS through the PCI Program is required to be eligible for the Waiver. To validate your compliance, Merchant must successfully complete the PCI Compliance Validation Process described in Section 15.D.b, including any required re-validation of your compliance with the PCI DSS as described in Section 15.D.b (v). You will not be eligible for the Waiver if your SAQ is not current, if you have not timely completed the quarterly vulnerability scans, or if you have otherwise failed to maintain compliance with the PCI DSS through the PCI Program.

(iv) Our Waiver of up to \$50,000 of the costs and fees described is limited to one (1) compromise of cardholder data incident per Program year. Any subsequent incidents occurring during the same Program year are not eligible for the Waiver, and any costs and fees associated with such incident(s) remain your liability under this Agreement. Chargebacks and reversals are not eligible for the Waiver under any circumstances.

16. **Representations and Warranties.** You represent and warrant that:

A. **Information.** Any information you have submitted is true, complete, and accurate. This includes information about your entity type, the nature of your business (e.g., products and services sold, manner of sale, etc.), and the financial condition and ownership and executive structure of your business.

B. **Corporate Power.** You and the person signing this Agreement on your behalf have the power to execute this Agreement and to perform under this Agreement. The person signing this Agreement may execute any future documents and take any future action on your behalf.

C. **Existence/Organization.** You are a person or an entity validly existing and organized in the United States.

D. **No Litigation.** You have no knowledge of an actual or threatened action, suit, or proceeding against you that might impair your financial condition or prevent you from operating your business as you now conduct it. You have never appeared on MasterCard's MATCH system or the Combined Terminated Merchant File, except as already disclosed in writing.

E. **Transactions.** The Card Transactions you submit to us: (i) represent the obligations of the authorized Cardholder for merchandise or services actually sold, rented, or rendered (except for any delayed delivery or advance deposit authorized by the Rules) and must not involve any element of credit for any other purpose; (ii) represent *bona fide* Card/rentals of merchandise and/or services not previously submitted and do not represent a refinancing of

Merchant Processing Agreement Terms and Conditions

any prior obligation; (iii) are not subject to any dispute, setoff, or counterclaim against the price; (iv) are not, to your knowledge or notice, fraudulent, not authorized by the Cardholder, or subject to any other infirmity or impairment; and (v) do not result from any sale outside your normal course of business, as described in the Application.

F. **Products and Services.** The following items are true: (i) you have complete power and authority to sell the products and services you offer and to display the advertisements you use; (ii) your products and services are not illegal, and you will not accept a Card for any illegal transaction; (iii) you will prominently and unequivocally inform each Cardholder of your identity at all points of interaction during the transaction to distinguish you from any other party; (iv) your products, services, and business name do not infringe upon the rights of any other person, including trademark, copyright, confidentiality or patent rights; and (v) you will not sell, market, or display any products or services that would jeopardize our reputation.

G. **PIN Debit & EBT Card Processing Services; Availability of Terminals.** We will process PIN debit Card transactions for you if indicated in the Application or an amendment. If you accept EBT Cards, the terms in Addendum A shall apply. We will provide sponsorship services to you (through a third party bank), if applicable. You will take all steps necessary to ensure that point-of-sale devices and PIN pads will be available for Cardholder use and will function in a reliable manner.

17. **Special Association Considerations.** There are a few special rules regarding your participation in the Discover or American Express Card programs.

A. **Discover.** We have no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).

B. **American Express.** The following terms apply only to your American Express Program (see the American Express merchant requirements for capitalized terms).

- i. You authorize us to exchange transaction and settlement information with American Express on your behalf.
- ii. You agree to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantsopguide> and is incorporated herein by reference.
- iii. We may disclose Transaction Data, Merchant Data, and other information about you to American Express. American Express may use the disclosed information for any lawful business purpose.
- iv. In the event your Charge Volume exceeds (1) \$1,000,000 in a rolling twelve month period, or (2) \$1,000,000 in any three consecutive months ("High CV Merchant"), American Express may convert you to a direct Card acceptance relationship. Upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.
- v. You shall only sell *bona fide* goods and services at your establishment(s). Your Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, you shall not assign any payments you are due under the Agreement to a third party. However, you may sell and assign future transaction receivables to us or our affiliated entities and/or any other cash advance funding source we (or our affiliates) partner with.
- vi. This Agreement confers third party beneficiary rights in American Express for enforcing terms against you. It imposes no obligations on American Express.
- vii. You may opt out of accepting American Express Cards in writing without affecting your rights to accept other payment products.
- viii. We may terminate your right to accept American Express Cards if: (i) you breach the Agreement; (ii) American Express instructs us to do so; or (iii) you engage in fraudulent or any other activity justifying termination.
- ix. You may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, you have fully paid for the charge, and you otherwise have the right to do so.
- x. You agree to remove any American Express Licensed Marks from your website or any other location when your participation in the Program ends.
- xi. If you do not participate in the American Express Program or EA Program, we will have no liability for not processing or settling your American Express transactions. Further, American Express cards will not be included in the definition of Cards.

18. **Key Definitions.** The following definitions are especially important:

A. **"Agreement"** means the Merchant Processing Agreement (including these Terms and Conditions), the Application, Rules Summary, Operating Regulations, and any attached addenda, exhibits, schedules, or other documents.

B. **"Associations"** means, collectively, MasterCard International Inc. ("MasterCard"), VISA U.S.A., Inc. ("VISA"), DFS Services LLC d/b/a Discover Network ("Discover") (including any card issuer of payment cards processed and settled through the Discover network, which may include Japanese Credit Bureau ("JCB"), China Union Pay ("CUP") and Diners Club International ("DCI"), and American Express Travel Related Services Company, Inc. ("American Express") and certain similar entities.

C. **"Application"** means either the physical/virtual form or the act of making application to Worldpay ISO Inc. by providing information via a web page user interface.

D. **"Cards"** means Association or Other Network branded cards that enable consumers to purchase goods and services from Merchants.

E. **"Cardholder(s)";** persons authorized to use Association or Network branded cards.

F. **"Effective Date"** means the later of (i) the date you signed the Application, or (ii) the date we approved the Application.

G. **"ISO/MSP"** means an independent Card organization/member service provider operating under the Operating Regulations.

H. **"Laws"** means all applicable state, federal, and local laws, rules, and regulations.

I. **"Member Bank"** means a member of VISA®, MasterCard® and/or Other Networks, as applicable, that provides sponsorship services in connection with this Agreement.

J. **"Operating Regulations"** means the Association and Network bylaws, operating regulations, rules, policies and procedures. The Operating Regulations may be changed or updated from time to time without notice.

K. **"Other Networks" or "Networks"** means, collectively, all Processor supported networks not defined above as Associations.

L. **"Rules Summary"** means the document containing a summary of key Operating Regulations governing this Agreement as amended from time to time.

M. **"Service"** means payment processing (i.e. the facilitation of Card transaction) and any additional services described in this Agreement and/or provided by us.

ATTACHMENTS TO THIS MERCHANT PROCESSING AGREEMENT include:

- **Exhibit A – Rules Summary**
- Schedule I – Applicable and included if Advantage Buyer Program is selected on the Merchant Agreement
- Schedule II – Applicable and included if Voyager Fleet Card is selected on the applicable Merchant Addendum
- Schedule III – Applicable and included if EBT is selected on the applicable Merchant Addendum
- Schedule IV – Applicable and included if wireless terminals using GPRS services or CDMA services are selected on the Merchant Application.

EXHIBIT A
Rules Summary

All capitalized terms not defined below will have the meanings ascribed in the Bank Card Merchant Agreement/Merchant Processing Agreement.

Good Business Practices That Will Help Reduce Your Processing Costs

- I Use an imprinted sales ticket with signature for all "key entered" transactions. This will assist you with issues such as chargebacks.
- I Close and settle your sales transactions daily. This will help reduce those instances where "Mid-Qualified" or "Non-Qualified" discount rates are assessed.
- I Balance your Merchant Account, processing statements from Processor, Member Bank, Associations, and Third Party Service Providers, and your sales slips to assure that you are receiving anticipated funds in a timely fashion, as more fully described below. Because of the number of parties involved in the processing of credit card and other electronic transactions, the only way to ensure that you receive all funds is by balancing each day's sales tickets against daily ACH deposits.
- I Respond within the acceptable time frame to retrievals and/or chargebacks in order to assure the most favorable outcome possible.
- I Do not call the voice authorization center for services other than authorization.
- I Settle disputes with your customers before they reach "chargeback" status. A chargeback is like a returned check, it is expensive and time consuming.
- I Read your Merchant Processing Agreement and these Rules closely and thoroughly.
- I Shipping products overseas without a card present should be closely monitored. Merchant has little ability to prevent a chargeback in this type of situation.
- I You should carefully reconcile sales tickets against deposits daily, particularly in the following situations: installation of new equipment, new downloads, adding new products to your terminal, power outages, change in your Merchant Account.

1. Honoring Cards

A. You shall honor all Cards when presented in accordance with these Rules for the purchase of goods or services or in processing a request for credit resulting from such a transaction, by an authorized holder of a Card without imposing any special conditions not required by any Rules. However, if you do not deal with the public at large (for example, if your business is a private club), you are required to honor a valid Card only if presented by a cardholder who has purchasing privileges or a membership with you. You may attempt to steer customers who initially present a Card to an alternative method of payment, such as by providing discounts for cash, but you may not do so in a confusing manner that denies consumer choice. You may also consider whether present circumstances create undue risk, for example if the sale involves high-value electronics, but the card signature panel is not signed, and the Cardholder does not have any other identification.

B. **Cardholder Identification.** You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired; (ii) the signature on the Sales Draft does not correspond with the signature on the Card; or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic stripe (as printed in electronic form) or the account number is listed on a current Electronic Warning Bulletin file. Unless permitted under the Laws and Rules, you will not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number, as a condition for honoring a Card.

C. **Responsibility for Transactions.** Merchant is responsible for ensuring that the Cardholder understands that the Merchant is responsible for the transaction, including goods or services that are the subject of the transaction, and for related customer service, dispute resolution, and performance of the terms and conditions of the transaction. A Merchant must prominently and unequivocally inform the Cardholder of the identity of the Merchant at all points of interaction so that the Cardholder readily can distinguish the Merchant from any other party such as a supplier of goods or services to the Merchant.

D. **Card Recovery.** You will use your reasonable, best efforts to recover any Card: (i) on Visa Cards, if the printed four digits above the embossed account number do not match the first four digits of the embossed account number; (ii) if you are advised by Member Bank (or its designee), the issuer of the Card or the designated voice authorization center to retain it; (iii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iv) for MasterCard Cards, the embossed

Merchant Processing Agreement Exhibit A – Rules Summary
NPC MPA (VER. GEN.1119)

account number, indent printed account number and/or encoded account number do not agree, or the Card does not have a MasterCard hologram on the lower right corner of the Card face. This obligation upon you in no way authorizes a breach of the peace or any injury to persons or property, and you will hold Processor or Member Bank harmless from any claim arising from any injury to person or property or other breach of peace.

E. **Return Policy.** You will properly disclose to the Cardholder, at the time of the transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

F. **No Claim Against Cardholder.** You will not have any claim against, or right to receive payment from a Cardholder unless Member Bank or Processor refuses to accept the Sales Draft or revokes its prior acceptance of the Sales Draft (after receipt of a chargeback or otherwise). You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive such payment, you will promptly remit them to Member Bank. You may not reimburse a Cardholder in cash or check for any transaction.

G. **Disputes With Cardholders.** You must ensure that the Cardholder understands that you are responsible for the transaction, for any related customer service, dispute resolution, and performance of the terms and conditions of the transaction. All Disputes between you and any Cardholder relating to any transaction will be settled between you and the Cardholder. Neither Processor nor Member Bank bears any responsibility for such transactions. You shall not require a Cardholder to waive his or her rights to dispute the transaction as a condition of the sale.

H. **Employee Actions.** You are responsible for your employees' actions while in your employ.

I. **Prohibitions on Card Acceptance.** You may not do any of the following: (i) submit for payment into interchange any transaction that is illegal or that you should have known was illegal; (ii) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, expiration, signature or any other account-related data in plain view when mailed; (iii) add any tax to a transaction, unless applicable law expressly requires you to impose a tax, and in such event the tax amount must be included in the transaction amount and not collected separately; (iv) request or use an account number for any purpose other than as payment for goods or services, except as permitted by the Rules; (v) disburse funds in the form of travelers cheques, if the sole purpose is to allow cardholder to make a cash purchase of goods or services from you, (vi) permit a Cardholder to purchase travelers cheques, or other similar item, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant; (vii) accept a Card to collect or refinance an existing debt that has been deemed uncollectible; (viii) enter into interchange a transaction that represents collection of a dishonored check; (ix) require a Cardholder to waive his/her rights to dispute a transaction as a condition of sale; (x) accept Cardholder payments for previous Card charges incurred at the Merchant location; (xi) submit for payment into interchange any transaction that may in the sole discretion of a Card Organization, damage the goodwill of such Card Organization or reflect negatively on a Card Organization's brands; (xii) add any surcharge to a transaction; (xiii) enter into interchange any transaction receipt for a transaction that was previously charged back to Member Bank and subsequently returned to you, irrespective of Cardholder approval (you may pursue payment from the customer outside of the Card Organization system); (xiv) accept a Card for the purchase of Scrip; (xv) accept a Visa Electron Card or a Visa TravelMoney Card for manual cash disbursement; or (xvi) redeem a Visa Prepaid Card for cash. You may establish a minimum sale amount as a condition for honoring Cards, provided that the minimum transaction amount does not differentiate between Card Organizations and/or issuers and the minimum transaction amount does not exceed \$10.00 (or any higher amount established by applicable law or the Rules). Unless otherwise set forth below or otherwise allowed by applicable law or the Rules, you may not establish a maximum sale amount as a condition for honoring Cards. You may establish a maximum sale amount as a condition for honoring Cards if you are a department, agency or instrumentality of the U.S. Government, you are a corporation owned or controlled by the U.S. Government, or your primary business is reflected by one of the following MCCs: 8220 (Colleges, Universities, Professional Schools and Junior Colleges), 8244 (Schools, Business and Secretarial), or 8249 (Schools, Trade and Vocational), provided that the maximum transaction amount does not differentiate between Card Organizations and/or issuers.

J. **Security Features.** You are required to examine the Card security features prior to completing a sale. You should examine the Card to be sure there has been no tampering to the signature panel. Specific Card security features are as follows:

- i. **Visa:**
 - a. The "DOVE" hologram should appear to fly when tilted.
 - b. All Visa account numbers begin with a "4" and can be up to 19 digits long.
 - c. The first four digits of the embossed account number match the four digits printed on the account number of the Card.
 - d. The "V" to the right of the expiration date should be a special letter (a "Flying V" not a normal "V").
- ii. **MasterCard:**
 - a. The MasterCard Global hologram or the Debit MasterCard hologram and the MasterCard brand mark stacked within a retaining line, or the MasterCard brandmark without a retaining line if the hologram is on the back.
 - b. All MasterCard account numbers are 16 digits long.
 - c. The first four digits of the embossed account number match the four digits printed on the account number of the Card. The last four digits of the account number are embossed over the hologram.
- iii. **Discover Network:** (certain valid devices (e.g., radio frequency enabled Cards, key fobs, contactless Cards, and JCB, CUP and DCI Cards) may not display the features described below).
 - a. Card numbers are at least 16 digits embossed on the front of the Card.
 - b. The word DISCOVER or DISCOVER NETWORK will appear in ultraviolet ink on the front of the Card when it is held under an ultraviolet light.
 - c. An overprint on the signature panel reads Discover Network.
 - d. The Discover Network three-dimensional hologram, bearing a distinct circular shape and images of a globe pierced by an arrow, water and stars on a repetitive pattern background (the "Discover Network Hologram"), appears on the front of certain Discover Network Cards. The hologram reflects light and appears to move as the Card is rotated.

When an Electronic Cash Register or Electronic Draft Capture terminal reads the magnetic stripe on the Card, you must check the Card account number on the terminal (if displayed) against the account number embossed on the Card or follow such other security check as is mandated by Processor from time to time. If the Card is read with a terminal that displays the Card number and the Sales Draft is printed, you shall verify that the account number displayed on the terminal and the printed card numbers on the Sales Draft match the embossed numbers on the face of the Card. In the event that they do not match, the sale must not be completed. Failure to follow these checks and procedures will expose you to chargebacks. If the terminal is programmed to require you to key the last 4 or more digits of each Card used for a sale, and the terminal indicates that the numbers keyed are not the same as those present on the Card, the sale must not be completed.

K. Advertising. You must display Visa, MasterCard, Discover Network and any other applicable Card issuer, Debit Network and EBT Network decals and program marks on promotional materials that Processor furnishes, including, if applicable, the JCB, CUP, DCI and/or Electron symbol, in equal prominence near the point-of-sale devices and as otherwise required by the Rules. Your use of the promotional materials of Visa, MasterCard, Discover Network or any other Association or State will not indicate, directly or indirectly, that Visa, MasterCard, Discover Network or any other Association or State endorse any goods or services other than their own and you may not refer to Visa, MasterCard, Discover Network or any other Association or State in stating eligibility for your products or services.

L. Acceptance Procedures. You may ask or incent your customers to use alternative forms of payment other than a Visa or MasterCard. Discounts can be offered on alternate card brands, card types or payment types. Card brand or payment method preference can be promoted, as well as the ability to inform your customers of the costs associated with accepting a particular card type or brand.

- i. **MasterCard Specific Requirements.** You may request or encourage a customer to use a payment card with an acceptance brand other than MasterCard or other form of payment or a Card of a different product type (e.g., traditional cards, premium cards, rewards cards) than the Card the consumer initially presents. You may do so by methods that include, but are not limited to:
 - a. offering the customer an immediate discount from your list, stated, or standard price, a rebate, a free or discounted product or service, or any other incentive or benefit if the customer uses a particular payment card with an acceptance brand other than MasterCard or other particular form of payment;
 - b. offering the customer an immediate discount from your list, stated, or standard price, a rebate, a free or discounted product or service, or

- any other incentive or benefit if the customer, who initially presents a MasterCard, uses instead another payment card or another form of payment;
- c. expressing a preference for the use of a particular payment card or form of payment;
- d. promoting the use of a particular general purpose payment card with an acceptance brand other than MasterCard or the use of a particular form or forms of payment through posted information, through the size, prominence, or sequencing of payment choices, or through other communications to customers (provided that merchants will abide by the MasterCard trademark standards relating to the display of its marks); or
- e. communicating to customers the reasonably estimated or actual costs incurred by you when a customer uses particular payment cards or forms of payment or the relative costs of using different general purpose payment cards or forms of payment.

You are free to engage in the POS practices that are described above, or any other substantially equivalent practices.

ii. **Visa Specific Requirements.** You may steer customers to use a particular network brand, such as Visa or MasterCard; to a type of payment card, such as a "non-reward" credit card; or to another preferred form of payment. You may also encourage a customer who initially presents a Visa card to use a payment card with a different network brand, a different type of payment card, or a different form of payment. You may engage in any of the following steering activities:

- a. offering a customer a discount or rebate, including an immediate discount or rebate at the point of sale;
- b. offering a free or discounted product;
- c. offering a free or discounted or enhanced service;
- d. offering the customer an incentive, encouragement or benefit;
- e. expressing a preference for the use of a particular brand or type of general purpose card or a particular form of payment;
- f. promoting a particular brand or type of general purpose card or a particular form or forms of payment through posted information, through the size, prominence or sequencing of payment choices, or through other communications to a customer;
- g. communicating to a customer the reasonably estimated or actual costs incurred by the merchant when a customer uses a particular brand or type of general purpose card or a particular form of payment or the relative costs of using different brands or types of general purpose cards or different forms of payment; or
- h. engaging in any other practices substantially equivalent to these.

You are not required to display the Visa mark in a size as large as other payment marks. You may promote acceptance brands other than Visa through the size, prominence, or sequencing of payment choices. However, you must continue to respect a cardholder's ultimate decision to pay with Visa: you still have an obligation to accept for payment properly presented Visa cards, including rewards cards. In addition, surcharging of Visa cards and steering among Visa cards based on the issuing bank are not permitted and you must ensure that your steering practices are not performed in a confusing manner.

iii. **American Express Specific Requirements.** If you accept American Express cards, you must comply with the American Express rules regarding card acceptance. You should review your agreement with American Express for further details on the requirements for American Express card acceptance.

2. Authorization.

A Required on all Transactions. You will obtain a prior authorization via electronic terminal or similar device before completing any transaction, including MO/TO transactions. You will follow any instructions received during such authorization process. Upon receipt of authorization, you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder. If you receive a negative authorization response, you may not complete the sale and may be requested to recover the Card, if you can do so by reasonable and peaceful means. If you do recover the Card, you should notify the voice authorization center and ask for further instructions. Transactions will be deemed invalid on Cards that are expired, whether or not an authorization has been obtained. For electronic commerce transactions, you must attempt to obtain the Card expiration date and forward it as part of the authorization request. You may not, after receiving a negative response or decline on an authorization request, split the sale amount into multiple transactions in order to obtain a valid authorization for each one so that the separate transactions total the original dollar amount of the sale.

B. Effect. Authorizations are not a guarantee of acceptance or payment of the Card transaction and will not waive any provision of this Agreement or otherwise validate a Fraudulent Transaction or a transaction involving the use of an expired Card. Obtaining an authorization will not assure payment to you for a Card transaction. The fact that an authorization is obtained by you will not affect Processor's or Member Bank's right thereafter to revoke the authorization of a Card transaction or to charge back the transaction to you. In no event will the fact that an authorization is obtained by you be deemed to be Processor's or Member Bank's representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

C. Unreadable Magnetic Stripes. If you authorize and present Card transactions electronically and your terminal is unable to read the magnetic stripe on the Card, you will obtain an imprint of the Card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to Member Bank and Processor for processing.

D. Procedures. If an unsigned Card is presented at the point of sale, you must request that Cardholder provide proof of identification and sign the card before completing the sale. Details of the identification provided must be placed on the Sales Draft unless prohibited by local law. If the Cardholder refuses to do so, the sale must not be completed. In any of the following cases, you shall obtain authorization from the voice authorization center, designated or approved by Processor or Member Bank, before completing a sales transaction:

- i. paper merchants whose sales exceed your floor limit as established by Processor or Member Bank, or amended from time to time;
- ii. an unsigned Card is presented;
- iii. if you believe the Card may be counterfeit or stolen or that the sale is in some other manner suspicious or unusual, you should state to the voice authorization clerk, "This is a Code 10" and await further instruction; or
- iv. in any other circumstances established by Processor or Member Bank or stated in the Rules and/or this Agreement.

E. If you are approved to utilize batch authorization by Processor, you may obtain batch authorization for certain sales after such sales have occurred provided, however, that authorization for each transaction is obtained by end of the calendar day upon which such sale was initiated and that you do not presort the batch by account number or BIN. Further, you explicitly agree that you will be responsible for any fines, fees, chargebacks, assessments, and declined or disputed transactions that may result from using a batch authorization process.

3. Sales Drafts.

A. Forms. You will use a Sales Draft to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, identification number, and city and state; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale (including any applicable taxes) or credit transaction; and (vii) adjacent to the signature line, a notation that all sales are final, if applicable. If you use an electronic terminal to print Sales Drafts, the account number must be truncated on the cardholder copy of the Sales Draft. This means that only the last 4 digits of the account number may appear. The entire expiration date must be suppressed on receipts provided to cardholders.

B. Signatures. Sales Drafts must be signed by the Cardholder. The requirement for the Cardholder's signature on the Sales Draft will only be waived if the Card transaction is a valid MO/TTO or electronic commerce card transaction, which fully complies with the requirements set forth in this Agreement, or if otherwise permitted by the Rules.

C. Delivery and Retention of Sales Drafts. You will deliver a complete and legible copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You shall store all Sales Drafts and transaction records in a limited access area for at least 1 year after the date of sales. You will retain the Merchant copy of the Sales Draft or credit memorandum for at least 12 months following the date of completion of the transaction for Visa Card transactions, at least 18 months following the date of completion of the transaction for MasterCard Card transactions and at least 3 years following the date of completion of the transaction for Discover Network Card transactions (or such longer period as the Rules may require), which documentation must be maintained in a secure manner in accordance with your obligations under the Bank Card Merchant Agreement. You will submit to Processor or Member Bank a legible copy of a Sales Draft if any Card issuer requests such retrieval. Your deadline for providing Processor or Member Bank a legible copy of the requested Sales Draft will be ten (10) days after the date of the Card issuer's retrieval request, as specified in the notice from Processor or Member Bank. Unless specifically permitted by Processor, goods and services purchased must be delivered to Cardholder at the time of sale. You shall not disclose a

Cardholder's account information or any other personal information to third parties other than your agents for the purpose of completing the transaction or as specifically required by the Laws or by the Rules.

D. Electronic Transmission. If you utilize electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed. If you provide your own electronic terminal or similar device, such terminals must meet Processor's requirements for processing transactions. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to Processor or its agent in the form Processor from time to time specifies or as required under the Laws or Rules. If Member Bank or Processor requests a copy of a Sales Draft, credit voucher, or other transaction evidence, you will provide it within 3 business days following the request. If your terminal cannot successfully read the magnetic stripe, you must imprint the Card, even if it is a key entered transaction. You must imprint the Card on the same Sales Draft containing the remainder of the transaction information and the Cardholder signature. Failure to obtain a signed and imprinted Sales Draft when a transaction is not captured by swiping through a magnetic stripe reader will expose you to a chargeback regardless of the authorization that may or may not be received. Failure to read the magnetic stripe on the Card may result in a discount rate tier downgrade.

E. Daily Settlement of Transactions. You must Batch Out each POS terminal every day. Failure to Batch Out daily will delay the deposit of funds. "Batch Out" is the process by which you total and settle all transactions, on each POS terminal, which occurred before midnight (12:00 a.m.) and transmit the information to Processor. In all cases, Merchant must present the record within 3 business days (2 business days for Electron Cards) after the transaction date, unless otherwise permitted by the Rules. Transactions contained in an untimely Batch Out may be refused, held for a 180 day period, become subject to chargeback or be transferred to a Reserve Account and held in accordance with the terms of the Bank Card Merchant Agreement. Merchant is responsible for resubmitting a Batch Out or ticket if the POS terminal fails to properly Batch Out or if sales ticket data does not process through the normal payment cycle. Processor is not liable to Merchant for amounts it did not collect, including but not limited to amounts collected by Third Party Service Providers.

4. Chargebacks.

Failure to comply with the Rules will reduce Processor or Member Bank's ability to reverse chargebacks and increase the likelihood of your receiving a chargeback. You may be subject to a chargeback on sales for a minimum period of 180 days from the date the sale was entered into the Association's processing system. Processor may hold funds from your account to cover any chargebacks for the later of 270 days following the effective date of termination of this Agreement or 180 days from the date of your last chargeback. Processor or Member Bank will mail all chargeback documentation to the address provided by you. You agree to respond promptly to all chargebacks. If Processor or Member Bank elects, at its discretion, to take action on chargebacks after the Association time limits have expired, such action shall be done at additional cost. You will not redeposit sales that have been previously charged back and not represented. This restriction applies whether or not the Cardholder consents to such activity. If you receive a chargeback for an international Cardholder, you are responsible for any currency conversion differences in the dollar amount. You will be charged the fee indicated on the Merchant Application for each chargeback.

5. Chargeback Reasons.

A. Summary. The summary of reasons for chargebacks include, but are not limited to, any one of the following:

- i. an invalid Card account number submitted by you;
- ii. neither the Cardholder nor a person authorized by the Cardholder received the goods or services requested;
- iii. the Cardholder received the good or services but disputes the quality;
- iv. the Cardholder never received credit for a returned item or a canceled order;
- v. the Cardholder was charged incorrectly;
- vi. the amount of the sale exceeded the floor limit and an authorization was not obtained or was denied;
- vii. the sale was authorized but not for the correct amount;
- viii. the authorization code provided is invalid;
- ix. the Card was expired at the time of the sale or had not reached its effective date;
- x. the Sales Draft was not signed. An exception will be made where MO/TTO sales are permitted by Processor;

- xi. the Card issuer has information that a Merchant fraud has occurred;
- xii. the Card account number and the amount of sale is missing from Sales Draft or is illegible;
- xiii. the Sales Draft bears the imprint of a Card which to the Associations is a counterfeit Card because the Card is not embossed in accordance with the standards set forth in the Rules, even if the sale was authorized.

6. Chargeback Monitoring Programs.

A. If you exceed a 1% chargeback to interchange ratio for all incoming chargebacks for a particular location you are considered an excessive chargeback merchant and may be subject to a Card Organization's monitoring programs. You are responsible for monitoring your monthly chargeback percentage and developing chargeback reduction plans as required by the Card Organizations. Excessive chargeback activity for an unreasonable period of time may result in termination of this Agreement. You must pay Member Bank or Processor for any fine or charge levied by the Associations on Member Bank, Processor or Merchant as a result of your chargeback activity. This section may be amended from time to time as a result of action by the Associations.

B. **Other Monitoring Programs.** If you are identified by certain Association monitoring programs, Processor or Member Bank's ability to reverse chargebacks may be severely restricted. Certain monitoring programs review the number of lost, stolen and counterfeit Cards accepted by you in the normal course of business and the percentage of Cards used for sales that were not read electronically by terminals or Electronic Cash Registers. The purpose of these programs is to reduce the use of lost, stolen, fraudulent, and counterfeit Cards. In the event that you are identified under these programs as exceeding the acceptable threshold value of such Cards, you may become liable for chargebacks and sales on lost, stolen, or counterfeit Cards regardless of the Card acceptance procedures followed, and this Agreement may be terminated by Processor or Member Bank and/or Processor or Member Bank may immediately cease providing services to Merchant without notice.

C. **Excessive Activity.** Your presentation to Processor of Excessive Activity will be a breach of this Agreement and cause for immediate termination. "Excessive Activity" means, during any monthly period, and for any one of Merchant's terminal identification numbers or Merchant Identification Numbers, chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions or returns in excess of 3% of the average monthly dollar amount of Sales Drafts. You authorize, upon the occurrence of Excessive Activity, Member Bank and Processor to take additional actions as either of them may deem necessary, including but not limited to suspension of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

7. Credits.

A. **Credit Memoranda.** You will issue a credit memorandum, instead of making a cash advance, a disbursement or a cash refund on any Card transaction. Member Bank will debit the Merchant Account for the total face amount of each credit memorandum submitted to Processor. You will not submit a credit relating to any Sales Draft not originally submitted to Processor, nor will you submit a credit that exceeds the amount of the original Sales Draft. You will, within the time period specified by applicable law, provide Processor with a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction.

B. **Revocation of Credit.** Member Bank or Processor may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (i) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws and the Rules; (ii) the Cardholder disputes his/her liability to Member Bank for any reason, including but not limited to those chargeback rights enumerated in the Rules; or (iii) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay Member Bank or Processor, as appropriate, any amount previously credited to you for a Sales Draft not accepted by Member Bank or Processor or, where accepted, is subsequently revoked.

C. **Returns.** If you agree to credit a Cardholder for any merchandise or service that was the subject of a sale, you must provide a Credit Transaction Receipt using the same Card as in the original sale. Such credit shall not exceed the original sale amount. You shall not make any cash refund on sales. You may limit the acceptance of returned merchandise or establish a policy to make price adjustments for any sale provided proper disclosure is made and purchased goods and services are delivered to the Cardholder at the time of the sale. Proper disclosure means the words "NO REFUND," "EXCHANGE ONLY," or "IN STORE CREDIT ONLY" are printed in large letters near the signature line on all copies of the Sales Draft prior to obtaining the Cardholder's signature on the Sales Draft. You may stipulate other special circumstances or terms of the sale on the Sales Draft. For each credit transaction, you must be able to provide Processor or Member Bank with evidence of the original purchase.

D. **Fraud and Factoring.** You agree that, except as otherwise contemplated herein or otherwise permitted by Processor, you will use the services provided by Processor only for your own internal and proper business purposes and will not resell, directly or indirectly, any of the services or any portion thereof to any third party. You must deposit only transactions that directly result from Cardholder transactions at your merchant locations. You must not deposit transactions resulting from any transaction involving a Card between a Cardholder and another entity (with the exception of Payment Service Providers (PSPs), who may deposit transactions resulting from a transaction between a Cardholder and a Sponsored Merchant of the PSP). You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. Perpetrators of Fraudulent Transactions will be referred to law enforcement officials. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement. You will not deposit any Sales Draft representing the refinancing of an existing obligation of a Cardholder. In addition to Processor's and Member Bank's ability to establish and maintain a Reserve Account, you agree that Processor may, within its sole discretion, suspend the disbursement of Sales Draft funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. Upon completion of Processor's investigation, Processor may transfer such Sales Draft funds into a Reserve Account. Processor and Member Bank will have no liability for any losses you may attribute to any suspension of funds disbursement. You further agree that engaging in the aforementioned activity may result in the incurrence of research fees and may be grounds for termination of this Agreement.

8. Other Types of Transactions.

A. **Mail Order and Telephone Order.** You may not solicit or accept mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("MO/TO") without prior written authorization from Processor. MO/TO transactions completed without prior written consent of Processor or Member Bank will be a breach of this Agreement and cause for immediate termination in addition to any other remedies available under the Laws and the Rules. You may be required to use an address verification service ("AVS") on MO/TO transactions and are encouraged to use AVS even if not required. AVS is not a guarantee of payment and the use of AVS will not waive any provision of this Agreement or validate a Fraudulent Transaction. You will obtain the expiration date of the Card for a MO/TO transaction and submit the expiration date when obtaining authorization of the Card transaction. For MO/TO transactions, you will type or print legibly on the signature line of the Sales Draft the following applicable words or letters: mail order or "MO" or telephone order or "TO". If you are specifically authorized by Processor or Member Bank to accept MO/TO sales, no sale shall be submitted for processing prior to the shipping of the product or the provision of services purchased by the Cardholder. If you supply goods and/or services under a preauthorization order, you shall not charge a Cardholder for goods after receiving notice from a Cardholder that the authorization for goods or services is canceled. The shipping documents indicating the address the goods were shipped to and a signature of an individual (even Cardholder) will not normally be sufficient to reverse an Unauthorized Purchaser reason code. You assume the risk associated with accepting MO/TO sales transactions.

B. **Recurring/Quasi Cash Transactions.** You may not accept transactions where the goods or services are performed periodically without Processor's consent. If you receive such consent, you must obtain a written request from the Cardholder for such goods and services to be charged to the Cardholder's account, the frequency of the recurring charge and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder, (ii) notice from Processor or Member Bank indicating that you may not accept such transaction, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction". You shall not accept sales for processing that are classified as "QuasiCash Transactions" including but not limited to the sale of casino gaming chips, money orders, opening deposits on financial or other accounts, wire transfer money orders, or the issuance of scrip. You shall not accept a Card or use a Visa and MasterCard processing terminal to issue script exchangeable for cash, products, or services as a result of a sale. You must not submit for payment into interchange any transaction that represents the refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible, or that arises from the dishonor of a Cardholder's personal check.

C. **Multiple Sales Drafts.** You will include a description and total amount of goods and services purchased in a single sales transaction on a single Sales Draft or transaction record, unless: (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an

advance deposit in a Card transaction completed in accordance with this Agreement and the Rules. If the total amount of both Sales Drafts exceeds the floor limit, authorization must be obtained. The use of multiple Cards for one purchase is permissible as long as an individual Sales Draft is used for each Card. The use of multiple sales on one Card, for one purchase, is not permitted.

D. Deposits.

i. **Prior Consent.** You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of Processor. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed to be a breach of this Agreement and cause for immediate termination in addition to any other remedies available under the Laws or Rules.

ii. **Acceptance.** If you have obtained prior written consent, then you will complete such Card transactions in accordance with this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft upon making a deposit with a Card and a second Sales Draft upon paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

E. **Future Delivery.** You will not present any Sales Draft or other memorandum to Member Bank or Processor for processing (whether by electronic means or otherwise) which relates to the sale of goods or services for future delivery without Processor's prior written authorization. If Member Bank or Processor have previously given such consent, you represent and warrant to Member Bank and Processor that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date independent of any credit or proceeds resulting from Sales Drafts or other memoranda taken in connection with future delivery transactions.

F. Electronic Commerce Transactions.

i. **Electronic Commerce.** You must obtain the consent of Processor to process electronic commerce ("EC") transactions, and you may process such transactions only if the transactions comply with the Payment Card Industry Security Standard requirements set forth below. If you submit EC transactions without Processor's consent, Processor may immediately terminate this Agreement. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. A Merchant must not refuse to complete an EC transaction using a MasterCard card solely because the Cardholder does not have a digital certificate or other secured protocol. You are liable for all chargebacks and losses related to EC transactions, whether or not: a) EC transactions have been encrypted; and/or b) you have obtained the consent of Processor to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a Fraudulent Transaction. You are responsible for contracting with a third party payment engine, payment gateway or other Internet service provider. You must ensure that such third parties transmit Sales Drafts to Processor and Member Bank in an acceptable format and in compliance with the Rules, including but not limited to PCI DSS. All communication costs related to EC transactions are your responsibility. You understand that Processor will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Member Bank into a depository institution of the United States in U.S. currency.

ii. **Requirements.** For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount provided that the additional amount represents shipping costs. Further, your website must contain all of the following information: a) complete description of the goods or services offered, b) returned merchandise and refund policy, c) customer service contact, including electronic mail address and/or telephone number, d) transaction currency (such as U.S. or Canadian dollars), e) export or legal restrictions, if known, and f) delivery policy. If you store Cardholder account numbers, expiration dates, and other personal Cardholder data in a database, you must follow Association guidelines on securing such data.

iii. **Cardholder Information Security Program.** If you accept EC transactions, you must: install and maintain a working network firewall to protect data accessible via the Internet, keep security patches up-to-date, encrypt stored data and data sent over open networks, use and update anti-virus software, restrict access to data by business "need-to-know", assign a unique ID to each person with computer access to data, not use vendor-supplied defaults for system passwords and other security parameters, track access to data by unique ID, regularly test security systems and processes,

maintain a policy that addressed information security for employees and contractors, and restrict physical access to Cardholder information.

iv. **Physical Address.** If you accept EC transactions, your website must include the physical address of your permanent establishment, along with your country of domicile, either:

- On the same screen view as the checkout screen used to present the total purchase amount, or
- Within the sequence of webpages the Cardholder accesses during the checkout process.

v. You acknowledge and agree that you will only submit Electronic Commerce Card transactions in U.S. Dollars that arise from a Cardholder's purchase over the Internet. If software is to be purchased by you, you will be responsible for sublicensing fees and all other fees for software and the software program utilized by you that enables you to connect to and maintain communication between you, the Internet and Processor. You will, at all times, maintain in effect a sublicense agreement for any such software. You agree to use any such software and the software program properly and for the purposes for which it was intended.

G. Third Party Service Provider Transactions.

i. **Authorization.** Upon your request, Processor will provide access to authorization and/or data capture services for Third Party Service Provider transactions, such as American Express, and all settlement and chargeback obligations and similar financial responsibilities arising from your transactions involving Third Party Service Providers will be governed exclusively by your agreement with such Third Party Service Providers. You must enter into a separate agreement with such Third Party Service Providers and must abide by the terms and conditions of such Third Party Service Providers. Neither Processor nor Member Bank are responsible for funding such transactions. The terms of this Agreement will apply to Third Party Service Providers. Processor may notify you in writing of the fees applicable to Third Party Service Provider transactions. Third Party Service Providers separately invoice Merchants for their services, and their fees are not necessarily included in this Agreement (including the Merchant Application). Any applicable fees and charges for third party services will be disclosed by the applicable Third Party Service Provider and may be subject to adjustment in accordance with the Third Party Service Provider's terms and conditions. Additionally, Processor charges a transaction fee for such transactions in addition to those fees charged by Third Party Service Providers (see the Merchant Application). Your acceptance of cards, bearing the symbols of organizations other than the Debit Networks or the Card Organizations, such as American Express and transmission of such card transactions to Processor will constitute your agreement to the terms of this Agreement with regard to such cards. Termination of your Agreement with Processor does not automatically terminate your agreement with Third Party Service Providers.

ii. **Information.** Processor and Member Bank reserve the right and you agree and consent to allow Processor and Member Bank to share your credit report and credit history with all Third Party Service Providers. Changes made to this Agreement, such as address or ACH changes, do not automatically make the same changes for the Third Party Service Provider. You must contact the Third Party Service Provider to make the changes. Processor is neither liable nor responsible for such changes. If false data is provided to Processor or the Merchant Account has had any suspected fraudulent activity, Processor reserves the right to share such false or suspected fraudulent information with other financial entities and processors.

iii. **Statements.** You must reconcile your sales tickets for each Third Party Service Provider's transactions against deposits to your bank account daily. Each Third Party Service Provider provides its own statement, and you are responsible for reviewing each statement and resolving all issues regarding the transactions directly with that Third Party Service Provider. Each Third Party Service Provider sets its own rates and fees for its services, and may adjust such rates and fees in accordance with your agreement with such Third Party Service Provider. Processor and Member Bank are not liable or responsible for these transactions and have no legal access to such transactions.

iv. **JCB.** The following special provisions apply (notwithstanding any contrary provision in this Agreement) to your JCB Card transactions: (i) you must retain original sales drafts and credit vouchers for at least 120 days after the transaction and must retain microfilm or legible copies of sales drafts and credit vouchers for at least three (3) years after the transaction; (ii) for purposes of your chargeback liability with respect to JCB Card transactions, an Authorization obtained on a transaction does not override any chargeback reason which may apply to the item; (iii) if you process JCB Card transaction data electronically, your account number must be included in the JCB Card transaction data transmitted to us, in addition to the other information required to be included on each sales draft or credit voucher; (iv) if you are a lodging

merchant, JCB Cardholders must be allowed to cancel reservations at resort establishments until 4:00 p.m. on the scheduled arrival date; and (v) by contracting for JCB settlement services, you authorize JCB to publish your name, address and telephone number in JCB solicitation materials.

H. Age Restricted Products. If you are engaged in the sale of age restricted products such as alcoholic beverages, tobacco products, weapons and/or any other applicable age-restricted products or services, you must comply fully with all local, state and federal laws governing the distribution of age-related products. You certify herein that you will implement age verification procedures governing the sale of such products, including age verification of each customer against an official government records database before entering certain transactions into the credit card payment system. For face-to-face sales, you will require the signature of the Cardholder. To verify legal age, you will also require the Cardholder to present a valid, government-issued photo identification card in the same name and address as the Cardholder. For sales made via mail, telephone and/or the Internet, you will (1) only deliver age-restricted products to the name and address listed as belonging to the Cardholder, and (2) require, without exception, the signature of the Cardholder, as well as presentation of a valid, government-issued photo identification card in the same name and address as the card holder to verify legal age upon delivery of the merchandise. Failure to abide by all applicable age verification laws may result in fines and/or loss of credit card merchant charge privileges, as well as termination of your account with Processor and Member Bank.

9. Cash Transactions.

You shall not receive money from a Cardholder and subsequently prepare a credit voucher for the purpose of depositing to the Cardholder's account. Cash disbursement by you to a Cardholder is not permitted. Additionally, you shall not make any cash advance to an employee, principal, or family member of Merchant, who is a Cardholder. You will not accept sales from Cardholders where the primary purpose of the transaction is for the provision of working capital to business and not the purchase of goods and/or services from the business.

10. Third Parties.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. You are also responsible for demonstrating compliance by your Merchant Suppliers and other Agents with the requirements of the Cardholder Information Security Program and other security requirements. Processor has no responsibility for any transaction until that point in time when Processor receives data about the transaction.

B. Use of Terminals Provided by Others. You will notify Processor immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than Processor or its authorized designee ("third party terminals") to process transactions. If you elect to use third party terminals, you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to Member Bank via a data processing network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules or this Agreement. Neither Member Bank nor Processor will be responsible for any losses or additional fees incurred by you as a result of any error by a third party agent or a malfunction in a third party terminal.

11. Vehicle Rental Authorization Procedures.

A. Estimate. A special authorization procedure is available if you estimate the transaction amount based upon Cardholder's intended rental length at time of rental, the applicable rental rate, tax, and/or mileage rates. Such estimated transaction amount shall not include ancillary charges representing amounts to cover potential vehicle damages or insurance deductible when Cardholder waives insurance at time of rental.

B. Procedures. Special terminal downloads may be required in order to qualify for certain rates on Vehicle Rental transactions. You shall record on the Sales Draft the date, amount, and all authorization approvals obtained. You shall disclose to Cardholder the amount authorized at the time of rental. Subsequent Authorization:

i. If no authorization was obtained at the time of rental and you, based upon Cardholder's actual charges, later estimate that the transaction amount will exceed the applicable floor limit, you may obtain an Authorization approval code for the new estimated amount.

ii. You may obtain authorization for additional amounts (above any amount not authorized) on the car rental pickup date or prior to the car rental return date. Additional authorization is not necessary if the sales transaction

does not exceed the sum of the authorized amounts plus 15% of the sum of the authorized amounts.

12. Paper Processing Merchants.

Paper processing merchants shall authorize by using the established floor limits. Any Merchant that wishes to accept a sales transaction that is under the established floor limits, and that is not authorized, is liable for the resulting chargebacks from those Card numbers listed on the Electronic Exception File. In the case of a Merchant depositing paper drafts, such drafts shall be deposited with Processor or Member Bank within 5 days of the sale date.

13. Forensic Investigations.

A. You will fully cooperate with any forensic investigation initiated by an Association (including but not limited to any investigation that is ongoing at the time your Merchant Agreement is signed) until such time as the investigation is completed.

14. T&E Services.

A. Travel and Entertainment ("T&E") Merchants. A merchant whose primary function is to provide travel related services shall be referred to as a Travel & Entertainment ("T&E") Merchant. These include, but are not limited to, car rental, lodging, and central reservation services. A T&E Merchant may process delayed or amended charges if the Cardholder has consented to be liable for those charges. These charges may NOT include charges for loss, theft, or damage.

B. Services. T&E Merchants may participate in any of the following Visa T&E Services:

- Priority CheckOut Service
- T&E Advance Deposit Service
- T&E Cash Disbursement Service
- Visa Reservation Service

C. Visa Priority CheckOut Service:

You agree to:

- i. accept all Visa Cards in accordance with this Agreement;
- ii. have Cardholder complete, sign, and return a Priority CheckOut Agreement ("PCO Agreement") which includes the Cardholder's mailing address;
- iii. complete a Sales Draft which includes the total sales amount and the words "Priority CheckOut" on the signature line;
- iv. review the completed PCO Agreement and ensure the account number matches the account number on the Sales Draft if applicable;
- v. comply with normal authorization and deposit requirements;
- vi. at the Cardholder's request, you must mail the Sales Draft copy, the itemized bill, and the signed PCO Agreement to the Cardholder within 3 business days of the Cardholder's departure; and
- vii. you must retain the itemized bill and signed PCO Agreement for a minimum of 6 months after the transaction date.

D. T&E Advance Deposit Service:

You agree to:

- i. accept all Visa Cards in accordance with this Agreement;
- ii. obtain the Cardholder name, account number, expiration date on the Card, telephone number, mailing address, scheduled date of arrival/embarcation/rental, and intended length of stay/term/rental;
- iii. determine the advance deposit amount, which is the cost of the intended length of stay, cost of the cruise, or cost of the intended term of rental, not to exceed 14 days;
- iv. apply the deposit amount to the total obligation;
- v. provide: (1) reservation confirmation code to the Cardholder advising that it be retained, (2) advance deposit amount, and (3) cancellation policy requirements;
- vi. advise the Cardholder the accommodations will be held according to the reservation and provide written confirmation if requested;
- vii. advise the Cardholder that you will retain the deposit amount if the Cardholder has not canceled the reservation within the specified time frames;
- viii. you must not charge for a no show transaction;
- ix. complete the Sales Draft including advance deposit amount, Cardholder name, mailing address, telephone number, account number, expiration date, the words "Advance Deposit" on the signature line, confirmation code, scheduled date of arrival/embarcation/rental, and the date and time the cancellation privileges, if any, expire without forfeiture;
- x. follow normal authorization procedures;

xi. mail a Sales Draft copy and cancellation policy to the Cardholder within 3 business days of the sales date;

xii. accept all Cardholder cancellations within the time limits specified by you;

xiii. upon cancellation, you shall complete a Credit Transaction Receipt with the information set out in (ix) above and include the cancellation code. You must deposit the Credit Transaction Receipt within 5 days of the transaction date and mail a copy to the Cardholder within 3 days of the transaction date of the Credit Transaction Receipt;

xiv. for a Lodging Merchant, if the reserved accommodations are unavailable, you must provide the Cardholder the following services without charge: (1) refund the entire advance deposit amount, (2) a copy of the Credit Transaction Receipt to the Cardholder, (3) comparable accommodations at an alternate establishment for the number of nights specified in the reservation not to exceed 14 nights or until the reserved accommodations become available, (4) two three-minute telephone calls, (5) message forwarding to the alternate establishment, (6) transportation to the alternate establishment and return to the original establishment and, if requested, daily transportation to and from the alternate establishment and your location; and

xv. for a Car Rental Merchant if the reserved vehicle is unavailable, you must provide the Cardholder the following services without charge: (1) refund the entire advance deposit amount, and (2) provide a comparable vehicle for the number of days specified in the reservation, not to exceed 14 days or until the reserved vehicle becomes available.

xvi. for a Cruise Line Merchant if the reserved accommodations are unavailable, and no comparable accommodations are available on the ship, the Merchant may offer: (1) a comparable cruise within the same approximate sailing dates and number of sailing days specified in the reservation, (2) any extra nights' accommodations or air fare to a different port city necessitated by the Cardholder's acceptance of alternate accommodations. The Merchant must refund the entire T&E deposit amount, if comparable accommodations are not available or the Cardholder does not accept the offered accommodations. The Merchant must provide a credit receipt to the Cardholder and the Merchant must provide all of the following without charge, (1) one night's hotel accommodation, if required, (2) transportation to the hotel as well as the airport, (3) Airline transportation to the airport nearest the Cardholder's residence, (4) reasonable out-of-pocket expenses incurred by the Cardholder because the guaranteed accommodations were not available.

E. T&E Cash Disbursement Service: You may make cash disbursement to a registered Visa Gold or Platinum Cardholder under the following conditions:

i. Cardholder indicates at registration the intent to pay for services with a Visa Card;

ii. Before disbursement, you review positive identification, and, if permitted by applicable law, record type and number on the Sales Draft;

iii. You complete an 80 column Cash Disbursement Sales Draft or a 51 column Cash Disbursement T&E Sales Draft that includes the Cardholder's positive identification or a Cash Disbursement Record;

iv. You do not disburse more than \$250.00 during the Cardholder's stay. Cash availability may limit cash disbursements; and

v. You must not include any additional fees or charges except taxes or charges imposed by law on the transaction amount.

F. Visa Reservation Service: Any Merchant who accepts Cards to guarantee reservations must do so in accordance with the following requirements:

i. You must accept all Visa Cards in accordance with this Agreement;

ii. You must obtain the Cardholder's account number, expiration date, and name embossed on the Card. You must quote to Cardholder the rate of reserved accommodation, Merchant's name and address, and the Confirmation Code advising that it be retained. Advise the Cardholder that if he/she has not checked in by checkout time the following day after his/her scheduled arrival date or the reservation was not properly canceled, the Cardholder will be billed for one night's lodging plus applicable taxes. If requested, you will provide a written confirmation with the above information including the Visa reservation service provisions relating to the Cardholder's obligation, and any other reservation details;

iii. You must accept all cancellations prior to the specified time. The Merchant must not require more than 72 hours cancellation notification prior to the scheduled arrival date. But, if the Cardholder makes the reservation within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. on the arrival date. If you require that the Cardholder cancel before 6:00 p.m. on the arrival date, you must mail the cancellation policy to the Cardholder;

iv. If the reservation is properly canceled, you must provide a cancellation code and advise the Cardholder to retain it. If requested, you must mail a confirmation of cancellation that includes the Cardholder name, account number, card expiration date, cancellation code, and details related to the canceled reservation;

v. If Cardholder has not claimed or canceled the accommodation by the specified time, the room(s) must be held available in accordance with the reservation until checkout time the following day. You may then complete a Sales Draft for 1 night's lodging plus applicable tax, indicating the Cardholder's account number, expiration date, and name embossed on the Card and the words "No Show" on the Cardholder signature line. You must obtain an authorization code for the no show transaction;

vi. If guaranteed accommodations are unavailable, you must provide Cardholder with comparable accommodations as described in Section 14.C.xiv above. These services shall be provided at no cost to Cardholder.

15. Health Care Transactions and Programs

A. Preauthorized Health Care Transactions.

i. **Order Form.** Merchants accepting Preauthorized Health Care Transactions must have the Cardholder complete an order form containing the following:

a. a request for the services to be charged to the Cardholder's account;

b. assignment of insurance benefits to you;

c. authorization for you to charge the Cardholder's account for only that portion of the bill subsequent to your receipt of any applicable insurance payment;

iv. duration of time, not to exceed 1 year, for which permission is granted; and

d. if the Preauthorized Health Care Transaction is renewed, the Cardholder must provide an updated order form.

ii **Procedures.** Merchants accepting Preauthorized Health Care Transactions must:

a. retain a copy of the order form during the period it is in effect;

b. provide a copy of the order form upon Processor or Member Bank's request; and

c. type or print the words "Preauthorized Health Care" on the signature line of the Sales Draft; and

d. submit a Sales Draft within 90 days of the service date and request authorization for the amount due upon receipt of notice of adjudication from Cardholder's insurance company.

iii. **Cancellation.** You must not complete a Preauthorized Health Care Transaction after receiving a decline response or a notice of cancellation from Cardholder, Processor or Member Bank.

B. Health Care Auto-Substantiation. Merchants participating in Health Care Auto-Substantiation must comply with the provisions of the Visa Health Care Auto-Substantiation Transactions Documents. The Merchant must also obtain a license from and be certified by SIGIS, the Special Interest Group for IIAS Standards.

C. Health Care Eligibility Service. Merchants participating in the Health Care Eligibility Service must comply with the provisions of the Visa Health Care Eligibility Service Implementation Guide.

16. Visa Supermarket Program.

A merchant that wishes to participate in the Visa Supermarket Incentives Program must first obtain a Supermarket Incentives Agreement with Processor or Member Bank.

17. Telephone Services.

A telephone service Merchant must not accept payment for a telephone call when the Card number is either entered via touchtone key pad or provided to an operator. This prohibition excludes the following:

(i) Telephone Service Transactions conducted at an Unattended Cardholder-Activated Terminal

(ii) Transactions for which the Issuer has a contract with the carrier

(iii) Transactions involving telephone services that have been explicitly approved by Visa and provide appropriate risk controls

(iv) Telephone orders for goods and services; and

(v) Transactions provided by Inbound Teleservices Merchants, as specified in the Visa Merchant Data Standards Manual

18. Automated Fuel Dispenser

A. Procedures.

i. When an Automated Fuel Dispenser ("AFD") transaction takes place, the card must be presented and the entire, unaltered contents of either Track 1 or Track 2 of the magnetic stripe must be read and transmitted along with a value of "90" in the POS entry mode code field.

ii. The Merchant name, city, state, and zip code of the station location where the transaction took place must be included in any authorization and clearing message.

iii. A transaction receipt must be produced and the transaction must be cleared within 2 days of the transaction date.

iv. You must obtain an authorization for the exact amount of the transaction or use the status check procedure, which requires you to request an authorization for no more than \$1.00.

v. You must use the status check procedure if the floor limit is zero and the actual transaction amount is no more than the maximum set by Visa and MasterCard, which amounts are currently \$125.00 for Visa transactions and \$100.00 for MasterCard transactions.

vi. You must have an established self-service terminal operating plan on file with Processor or Member Bank and must establish a velocity check program that monitors the volume and frequency of account transactions.

vii. The transaction ratio of chargebacks to total Visa Interchange for Merchant must not exceed an average of 0.30% for the previous 6 months.

viii. The transaction ratio of fraud to total Visa Interchange for Merchant must not exceed an average of 0.40% for the previous 6 months.

ix. Under no circumstances should you use an arbitrary estimation of the transaction amount to obtain an authorization.

x. An AFD must not dispense scrip.

xi. Terminals at automated fuel dispensers do not qualify for the Qualified Rate set forth on the Merchant Application. In order to qualify for the Automated Fuel Dispenser Transaction Rate the authorization must be obtained within 1 day of the transaction date and the sale must be for less than the maximum amount set by Visa and MasterCard, currently \$125.00 for Visa transactions and \$100.00 for MasterCard transactions.

B. Programming. Processor is not responsible for programming or reprogramming of fuel dispensers.

19. Equipment

If you enter into a lease or rental agreement for the use of credit card processing equipment, you understand that such agreement is separate and apart from the Merchant Processing Agreement and is subject to the terms and conditions of the lease or rental agreement. Neither Processor nor Member Bank is a party to such leases and neither is affiliated with the third party institutions. Such leases are typically non-cancelable 48-month leases. Termination of your Merchant Processing Agreement with Processor does NOT automatically terminate your equipment lease, it only terminates your processing agreement with Member Bank with respect to payment card processing and any other electronic transactions that are settled through the Member Bank as designated on your monthly statement from the Member Bank. You acknowledge that you have selected the equipment set forth on the Merchant Application based upon your own independent evaluation and you are not relying upon any warranty or representation of any third party, including but not limited to the representations of a sales representative, regarding the equipment. Processor is not responsible for and is not able to provide customer service for equipment, such as POS devices, installed by and/or operated by any third party. Merchant should contact the third party for service of this equipment. Merchant shall not allow any third party to install, remove, or modify any terminal software application of Processor or Member Bank without the express written consent of Processor or Member Bank.

20. Imprinters.

You must be in possession of a working imprinter, a supply of blank Sales Drafts and an accurate imprinter plate showing your DBA name, city, state, and Merchant Identification Number. If you are not in possession of the above equipment, you must contact Processor to obtain such equipment. Failure to use the equipment and supplies listed above will seriously increase your liability for chargebacks. You must obtain an imprint of a Card when a Card will not swipe. Obtaining an imprint of a Card will greatly reduce your chance of a chargeback.

21. Merchant Identification Number.

You are responsible for ensuring that your Merchant Identification Number ("MID") is kept confidential. When a change to your Merchant Account is required, you must disclose your MID to the Processor representative as confirmation that the person requesting the change has authority to do so. If the person requesting the change discloses the proper MID, Processor or Member Bank shall assume that person has the proper authority to make the change. You shall be fully liable for any changes to your Merchant Account after

disclosure of the MID. Processor or Member Bank may request from you additional information to further verify your identity.

22. Use of Third Party Terminals and/or Software.

If you elect to use the terminal of a third party provider of software (such as POS or Accounting System vendors) to capture and transmit to Processor or Member Bank, you assume full responsibility and liability for any failure of such third party provider to comply with the Rules. The third party provider is the source for information regarding authorizations and reversals that may be needed by Processor or Member Bank. Certain reversals require authorization information to reverse. You are responsible for obtaining this information from the third party provider. Processor and Member Bank are not liable for sales that were not received by them. In addition, Processor will not be liable for third party software or clearing of Association transactions.

THE FOLLOWING RULES APPLY ONLY IF MEMBER BANK OR PROCESSOR SETTLES YOUR DISCOVER NETWORK CARD TRANSACTIONS

23. Discover Network Marks.

You are prohibited from using the Discover Network Program Marks, as defined below, other than as expressly authorized in writing by Processor or Processor. "Discover Network Program Marks" mean the brands, emblems, trademarks, and/or logos that identify Discover® Network cards. Additionally, you shall not use the Discover Network Program Marks other than to display decals, signage, advertising, and other forms depicting the Discover Network Program Marks that are provided to you by Processor or Processor pursuant to this Agreement or otherwise approved in advance in writing by Processor or Processor. You may use the Discover Network Program Marks only to promote the services covered by the Discover Network Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by you must be approved in advance by Processor or Processor in writing. You shall not use the Discover Network Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Discover Network Program Marks. You recognize that you have no ownership rights in the Discover Network Program Marks. You shall not assign to any third party any of the rights to use the Discover Network Program Marks. Your authority to use the Discover Network Program Marks will terminate immediately upon notice from Processor, Member Bank or Discover Network.

24. Priority Check-Out Service.

If you offer priority check-out services, you must comply with the following requirements: (i) require the Cardholder to sign the registration card at the time of check-in acknowledging responsibility for all charges, and obtain an authorization for the estimated amount of the accommodations at check-in; (ii) complete a Sales Draft at check-out by entering the total amount of charges incurred during the stay, including restaurant bills, telephone charges, convenience bar charges, missing item fees and miscellaneous expenses; (iii) write the words "Priority Check-out" on the Cardholder signature line of the Sales Draft; (iv) obtain a final authorization code for any additional amounts from the check-in estimate to equal the total amount to be billed to the Cardholder by following the normal authorization procedures; and (v) mail (at the address shown on the registration card) or otherwise deliver a copy of the Sales Draft and the itemized lodging bill (portfolio) to the Cardholder within seven (7) calendar days of check-out.

25. Card Checks.

Card checks are frequently issued to Cardholders by Discover Network. You agree to accept card checks on a basis consistent with the terms of your policy applicable to acceptance of other payment card checks. You should handle these card checks like any other personal check drawn upon a bank in the United States.

26. Cardholder Contact.

You must not contact any Discover Network Cardholder with respect to any matter arising under the Discover Rules, except as required or permitted in the Discover Rules.

IN ADDITION TO THE OTHER REQUIREMENTS SET FORTH IN THIS DOCUMENT, THE FOLLOWING RULES APPLY TO PIN-DEBIT CARD TRANSACTIONS

27. Honoring PIN-Debit Cards. You shall not require Cardholders to provide personal information (such as telephone number or address) as a condition for honoring a PIN-Debit Card, unless required by the Rules. You may not require or request the Cardholder's signature or any other means of verifying the Cardholder's identity. You shall place the PIN Entry Device in an area accessible by all Cardholders and that will reasonably prevent others, including Merchant employees, from observing the PIN. Any penalties incurred by you for failure to comply with Debit Network Rules will be your responsibility. You assume exclusive responsibility for the consequences of any oral or written instructions you may give to Processor and/or Member Bank, for your failure to

properly access the services in the manner prescribed by Processor or Member Bank, and for your failure to supply accurate input information. You will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition, and for notifying Processor of any errors in the foregoing after receipt of the applicable report from Processor or Member Bank. You will reject all incorrect reports or output within two (2) business days after receipt of the reports or output. Note, also, that neither Processor nor Member Bank warrant the continuing availability of any Debit Network.

28. PIN-Debit Card Sales Drafts.

A. **Procedures.** You shall deliver to the Cardholder at the time of a sale a true and completed copy of the Sales Draft evidencing a sale involving use of a PIN-Debit Card ("PIN-Debit Sales Draft"). The PIN-Debit Sales Draft must comply with the Rules and Laws. The following information must be included on the PIN-Debit Sales Draft: (i) the PIN-Debit Card account number; (ii) your DBA name; (iii) your city and state; (iv) the amount of sale; and (v) the sale date. A PIN-Debit Sales Draft shall be made available to the Cardholder at each terminal. You may not require or request the Cardholder to provide or disclose their PIN in any oral or written manner to the Merchant. You shall not impose any fee or charge for a PIN-Debit Card transaction without the prior written consent of Processor or Member Bank. If surcharging is approved by Processor, it must be a separate line item on the PIN-Debit Sales Draft and must be in compliance with all Debit Networks' rules and federal and state laws and regulations. You shall not process any sale if an authorization code is not received through the electronic terminal. When a denial to an authorization request is received, the POS transaction shall not be completed unless completed as a store and forward transaction or resubmission transaction. A sale shall not be completed if you know or should know that the sale is fraudulent or not authorized by the Cardholder.

B. **Reversal.** A sale may be reversed or voided electronically, but only if such reversal/void is entered prior to midnight of the calendar day on which the sale was initiated. To effect a reversal or void, Cardholder must reenter the PIN, the magnetic stripe reader must read the card, and you must transmit the trace number and the exact dollar amount of the sale to be reversed or voided. A reversal or void must be initiated at the same Merchant identified on the PIN-Debit Sales Draft at which the original sale was initiated, but it need not be initiated at the same POS terminal.

C. **Returns.** All returns shall be processed in accordance with your normal procedures except that you or Cardholder shall not attempt to reverse a previously approved POS transaction unless otherwise permitted in accordance with the Debit Network Rules. Any sale known by you to be erroneous should be canceled and re-billed in the Cardholder's presence.

D. **Balance Inquiry.** Balance inquiries may be performed only by the Cardholder at a Cardholder-operated terminal and shall at all times require the Cardholder to enter the PIN and use the magnetic stripe reader.

34. **Distribution and Storage of Information.** You shall not disclose a Cardholder's account information or any other personal information to third parties other than to your agents for the purpose of completing the sale or as specifically required by law or by the Rules. You shall store in a limited access area for at least 1 year after the date of sales all transaction records, and you shall make and retain for at least 2 years the original or legible microfilm copies of both sides of all transaction records. Prior to discarding, you shall destroy or make unreadable all material containing Cardholder account numbers. There are no voice authorizations for PIN-Debit Card transactions and no manually imprinted PIN-Debit Sales Drafts. You may not store the Cardholder's PIN in any manner.

29. **Promotional Materials.** You will adequately display promotional materials to inform the public that PIN-Debit Cards will be honored by you. All uses by you of decals, signs, printed and broadcast materials and other promotional materials must be in conformity with the requirements of the Debit Networks, Processor, and Member Bank. You will not at any time do, or cause to be done, any act or deed in any way impairing or intended to impair Processor or Member Bank's exclusive right, title and interest in and to its respective protected marks.

30. **Reversals.** You agree to pay Processor or Member Bank for any Debit Network fees, fines or charges imposed on you, Processor or Member Bank. Such reimbursement will be accomplished by the debit of the sum(s) involved from your Merchant Account. If Processor or Member Bank elects, at its discretion, to take action on reversals after the Debit Network time limits have expired, such action shall be done at additional cost. Upon request of a Debit Network, processor, Processor, or Member Bank, you will retrieve and forward to Processor or Member Bank, within the time frame required, either the original or a readable copy of the terminal journal tape or duplicate transaction receipt for the transaction in question and, if requested, will give the Debit Network such information from such transaction records as it requests by telephone. You will, on request of the Debit Network, cooperate fully with the Debit Network and

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the Card issuing participant in order that the participant may comply with the error resolution procedures.

31. **Your Name and Address.** All forms submitted to Processor or Member Bank must bear both your corporate and "Doing Business As" ("DBA") name.

32. Equipment.

A. **Use.** You shall take all necessary steps to ensure that all POS Terminals and PIN Entry Devices operated in all of your locations:

- i. are placed in an area accessible by all Cardholders;
- ii. are available for use whenever you are open for business;
- iii. will function with minimal error, meeting all applicable technical specifications and security regulations; and
- iv. will require the Cardholder to enter the Cardholder's PIN at or near the check out location when initiating a POS transaction.

B. **Standards.** A PIN Entry Device must meet the ANSI standard format X9.8, 1995 or newer requirements, as they are released. A PIN Entry Device must comply with the PCI DSS requirements for POS and PED equipment. Terminals must have a magnetic stripe reader capable of reading Track 2 on the PIN-Debit Cards. PINs used in conjunction with any store and forward transaction or your resubmission must be encrypted and stored within a tamper-resistant security module. If your authorization system is capable of store and forward, it must comply with the Debit Networks' rules and regulations regarding this capability. Processor or Member Bank, the Issuer and the Debit Networks shall not be liable for any losses suffered by you arising from the use of the store and forward function. A PIN must never be logged in any form as a function of software either in the clear or encrypted.

33. **Supply of Information.** You must submit all information requested by the Debit Networks, Processor or Member Bank, including but not limited to lists and mailing addresses of terminals. You shall not sell, purchase, provide, or exchange account number information in any form, including but not limited to, transaction receipts, carbon copies of transaction receipts, mailing lists, tapes, to any third party other than to your agents for the purpose of assisting you in your business, or to the Debit Networks, Processor or Member Bank, or pursuant to a government request.

35. **Left PIN-Debit Cards.** PIN-Debit Cards that are inadvertently left at your location must be held under dual control during the time they are retained. PIN-Debit Cards inadvertently left at your location may be returned to the Cardholder by you under the following conditions: (A) the Card was inadvertently left by the Cardholder at an on-premise location, (B) the Cardholder requests the Card within 1 business day, and (C) the Cardholder provides 2 forms of current identification, at least 1 of which is a photo identification. If the Cardholder has not requested the Card within 1 business day, the Card should be destroyed by cutting it in half through the stripe.

SCHEDULE I
Advantage Buyer Program

Member Bank is not a party to or liable for the Advantage Buyer Program (“ABP”). If Merchant elects to receive the ABP on the Merchant Application, the following terms and conditions shall apply:

You will receive a discount card to be used in connection with ABP. You must use the discount card when purchasing office supplies from Office Depot in-store to receive the benefits of ABP*. You must reference your Merchant Identification Number when purchasing supplies online or via telephone. If you make a qualifying purchase from Office Depot following the procedures set forth herein, you will receive a reimbursement for the cost of the office supplies, including terminal paper, ink and ribbon, up to a maximum of \$25.00 per month. The reimbursement will appear on your statement for the month following the purchase month. For example, if you places a qualifying order in April, a statement credit for the appropriate amount up to the maximum amount of \$25.00 will appear on your statement for May activity, which is received in June. Under ABP, you will receive a discount on the top 500 “best buy list” of most frequently used products and services, including discounted copy center services at Office Depot store locations. To be eligible for ABP, you must be actively processing transactions with us. We may immediately terminate or amend ABP upon notice to you. If you participate in ABP, your contact information, which may include your email address, will be provided to Office Depot. Additional information about ABP can be obtained by contacting Customer Service.

*Note that to order terminal paper, ink and ribbon supplies, you must call Office Depot Red Team’s toll-free merchant support number at 866-220-7273 Option #0. These items are not available in-store or online.

SCHEDULE II
Voyager Fleet Card Terms and Conditions

If Merchant elects to accept Voyager Fleet Cards, the following terms and conditions shall apply. Capitalized terms used but not defined in these Terms and Conditions shall have the means ascribed to them in the Agreement.

1. GENERAL.

- A. Processor and Voyager Fleet Systems, Inc. ("VFSI") each have adopted rules and regulations relating to all aspects of acceptance and processing of Voyager Fleet Cards ("Voyager Cards"). Such rules and regulations, as amended from time to time, are incorporated into these Terms and Conditions by reference and shall be referred to as the "Voyager Rules". The current Voyager Rules are set forth in Section 5 of these Terms and Conditions.
- B. As a result of Merchant submitting transactions resulting from acceptance of Voyager Cards ("Voyager Sales") for processing to Processor, Processor will process such Voyager Sales and credit or debit Merchant's Merchant Account with the resulting proceeds. In addition, when a disputed transaction or chargeback occurs, Merchant agrees to provide all requested information to Processor and Processor agrees to forward such information to VFSI in accordance with the Voyager Rules. Processor is not responsible for the outcome of any chargeback.
- C. Merchant agrees that these Terms and Conditions are confidential and will not disclose them to any third party without the prior written consent of Processor.
- D. Merchant shall comply with the Voyager Rules as amended from time to time. Processor may amend the Voyager Rules at any time. Submission by Merchant of Voyager Sales any time after 7 days from the date of distribution of amended Voyager Rules to Merchant's address, shall be evidence that Merchant has received the amended Voyager Rules and has agreed to abide by them.

2. PROCESSING RESTRICTIONS DUE TO THIRD PARTY PROVIDERS.

Processor can only process Voyager Sales received by Processor, and Merchant is responsible for ensuring Voyager Sales are formatted and transmitted to Processor in accordance with the then current requirements of Processor and VFSI. Processor may increase processing fees if a third party presents Voyager Sales transactions not in accordance with the then current requirements. Merchant assumes full responsibility and liability for a Third Party Service Providers' failure to comply with the Voyager Rules. Merchant is responsible for obtaining from the Third Party Service Provider any information needed by Processor. Merchant understands that disputes involving a Third Party Service Provider must be dealt with independently from Processor. If disputes are unresolved and relate to these Terms and Conditions, Merchant shall notify Processor at the address set forth below. Merchant must pay Processor pursuant to the Agreement and these Terms and Conditions regardless of any disputes Merchant has with any Third Party Service Provider.

3. TAX CALCULATION, PAYMENT AND INDEMNITIES.

- A. **Tax Liability.** Merchant shall be liable for the reporting, calculating, remittance or payment of tax, interest and penalties associated with the use of Voyager Cards at its location(s). Processor shall not be liable for and Merchant agrees to indemnify and hold harmless Processor, its parent, their subsidiaries and affiliates, and all of the foregoing entities' respective officers, directors, employees and agents from and against any claims, demands, or judgments, made or recovered against it, arising out of the reporting, calculating and payment of tax associated with the use of the Voyager Card at Merchant location(s). Processor may defend on its own any such claims or demands or request Merchant to take up such defense. In either event Merchant will further indemnify Processor for reasonable attorney's fees or any other necessary expenses incurred by Processor by reason of such defense.
- B. **Registration Form.** For tax calculation purposes, Merchant shall be required to sign the Registration Form attached hereto and fully incorporated by this reference. Receipt of the signed registration form must be received by Processor prior to acceptance of any Voyager Cards by Merchant.

4. VOYAGER DISCOUNT PROGRAM AND DISCOUNT PAYMENT.

- A. **Participation in Voyager Discount Program.** Merchant shall immediately notify Processor in writing if Merchant is participating in a Voyager Discount Program. Processor will begin processing the discount 60 days from the date Processor receives written notice of participation.
- B. **Liability Related to Discount Program.** Merchant shall be liable for the reporting, calculating, remittance or payment of the discount. Processor shall not be liable for and MERCHANT agrees to indemnify and hold harmless Processor, its parent, their subsidiaries and affiliates, and all of the foregoing entities' respective officers, directors, employees and agents from and against any claims, demands, or judgments, made or recovered against it, arising out of the reporting, calculating and payment of the discount. Processor may defend on its own any such claims or demands or request Merchant to take up such defense. In either event Merchant will further indemnify Processor for reasonable attorney's fees or any other necessary expenses incurred by Processor by reason of such defense.

5. RULES

- A. Merchant shall honor all valid Voyager Cards for purchases pursuant to the Agreement. Merchant shall check the expiration date and any printed restrictions for both electronic and manual transactions.
- B. Merchant shall obtain a valid authorization for each transaction. Merchant shall bear all risks of accepting a Voyager Card without obtaining a valid authorization. If Merchant receives a decline, the Voyager Card shall not be used to complete the Voyager Sale. There shall be a \$0.00 floor limit for all electronic transactions.
- C. For customer-activated terminals, Merchant shall pre-authorize the Voyager Card to VFSI with values indicating that the Voyager Sale is a customer-activated sale. Upon approval, Merchant shall insure that the fuel dispenser authorizes for up to \$150.00. It is the responsibility of Merchant to find a third party processor or system integrator that is certified by VFSI to process Voyager transactions.
- D. Merchant shall insure that all cashier-assisted electronic sales drafts and credit vouchers shall be completed to include POS terminal print showing the Voyager Card account name encoded in the mag-strip (if POS function is applicable), account number (if permitted by Law), sub number, expiration date of the Voyager Card, the signature of the authorized user, the transaction date and time, type of fuel sold, a description of the service rendered (if requested), odometer reading (as permitted by the electronic POS device), total Voyager Sale price, and the authorization number.
- E. Merchant shall not process manually prepared sales drafts.
- F. If there is a time-out or response message on the POS device indicating that the authorization system is unavailable, Merchant must telephone VFSI for authorization.
- G. If an electronic authorization cannot be achieved at a card-activated POS device due to technical difficulties, the Voyager cardholder shall be referred to the station attendant if during Merchant's open business hours.
- H. Merchant shall establish a fair policy for the exchange and return of merchandise. Merchant shall promptly submit credits for any returns that are to be credited to the Voyager cardholder account.
- I. Merchant shall not give any cash refunds to any Voyager cardholder in connection with a Voyager Sale.

**Schedule III
EBT Transactions**

Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, and Stamp Program regulation.

National Automated Clearing House Association ("NACHA") as approved by FNS or the Federal Reserve Bank and such other Rules and regulations as may be applicable to the providing and/or issuance of Benefits by Merchant hereunder. Merchant agrees to comply with all additional procedures specified by the State or EBT Networks, regarding lost EBT Cards, forgotten PINs, discrepancies in Benefits authorized and similar matters.

Merchant will not accept any EBT Card for any purpose other than the providing and/or issuance of Benefits, including without limitation as security for repayment of any Recipient obligation to Merchant. In the event of any violation of this provision, Merchant will be obligated to reimburse the State for any Benefits unlawfully received by either Recipient or Merchant.

Merchant agrees to separately maintain records of EBT transactions as may be reasonably requested or required by the State or its designated agent and to promptly make such records available for audit upon request to representatives of the State or its designated agent, or other authorized State or Federal government agency during normal business hours. Merchant agrees to assure compliance with this Agreement, the State, its designated agent, or other authorized State or Federal governmental agency, will at all times have the right to enter, during normal business hours, Merchant's premises to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by Merchant or otherwise related to this Schedule V or the Agreement.

Merchant agrees to maintain and preserve all financial records or documentation arising hereunder during the course of this Agreement and for a period of three (3) years following the termination of this Agreement and for such additional matters in litigation will be kept for a period of not less than five (5) years following the termination of the litigation.

If Merchant provides or issues FS Benefits under this Agreement, Merchant represents and warrants to Processor and Member Bank that Merchant is a FNS authorized retailer and Merchant is not currently disqualified or withdrawn from redeeming food stamps or otherwise disqualified or withdrawn by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorizations required to lawfully effect the providing and/or issuance and distribution of Benefits under this Schedule V and the Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law.

Merchant's authority to issue Benefits may be suspended or terminated by the State or its agents or contractors, in their sole discretion, effective upon delivery of a notice or suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of Processor's or Member Bank's ability to provide EBT processing services, or (ii) failure by Merchant, upon not less than thirty (30) days prior written notice, to cure any breach by Merchant of the Merchant's (a) failure to support the issuance of Benefits during its normal business hours consistent with Merchant's normal business practices, (b) failure to comply with issuance procedures, (c) implementation of the FS program, or (d) disqualification or withdrawal of the FS program. Processor and/or Member Bank may terminate this Schedule V if Merchant is disqualified or withdrawn from the Benefit Issuance program(s) indicated on the Merchant Application.

If Merchant provides and/or issues EBT Benefits in more than one State pursuant to this Schedule V and the Agreement, the laws of the State in which the Benefits were issued will apply to information arising out of that transaction.

Processor and Member Bank will charge Merchant a fee for each EBT Card transaction as set forth on the Merchant Application regardless of whether said transaction is approved, declined or determined invalid. Merchant acknowledges that the fees set forth on the Merchant Application are based upon certain EBT Network, State, gateway and access fees currently in effect, and upon certain sponsorship arrangements made by us with an EBT Network for Merchant's sponsorship needed to participate in the EBT project and to certain other States not within the EBT Project area. Merchant agrees that should any State or U.S. government entity or any of a State's or U.S. government's designated agents charge a fee or assess any charges or increase any fees on or in connection with EBT Card transactions, then Processor and Member Bank will have the right to adjust its fees. Merchant agrees to pay for all gateway and access fees, EBT Network fees, setup, adjustment or chargeback fees which may be imposed by Processor or Member Bank, an EBT Network or a State participating in the EBT Project. Processor and Member Bank will charge Merchant the daily/monthly fees as set forth on the Merchant Application for the services to be provided pursuant to this Schedule V and such amounts will be payable as provided for in Section 6. Said fees may be collected hereunder in accordance with the terms and provisions of this Schedule V, the Agreement and the Merchant Application.

Capitalized terms that are used herein but not defined herein will have the meaning as set forth in the Agreement.

If elected by Merchant on the Application, Merchant wishes to purchase from Processor and Member Bank and Processor and Member Bank wish to sell to Merchant certain services necessary for the authorization, processing and settlement of point of sale EBT transactions submitted to the EBT Networks and which transactions are initiated through Merchant in connection with the authorization, providing and/or issuance of United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or Temporary Assistance to Needy Families ("TANF") benefits and/or other government delivered cash assistance benefits ("Cash Benefits" with FS Benefits, "Benefits") to benefit recipients in the EBT Project areas ("Recipients"), supported by Processor and Member Bank through the applicable gateway through the use of a State-issued Benefit Security Card ("EBT Card") issued by a state participating in the EBT Project and benefit recipients of other states not within the Project area ("Other Recipients"). Merchant agrees to provide and/or issue Benefits at each of its locations to the Recipient as hereinafter provided and in accordance with the procedures specified by Processor and/or Member Bank, the applicable EBT Network or State's EBT rules and regulations as amended from time to time and all applicable laws governing the issuance and/or provision of Benefits. Merchant will provide each Recipient a receipt for each Benefit issuance transaction undertaken by Merchant. Merchant will be solely responsible for the issuance of Benefits other than in accordance with authorizations received from us.

Merchant will provide and/or issue Benefits to Recipients, in accordance with the policies and Rules in the amount authorized through Merchant's point-of-sale terminal, with PIN Pad and printer ("Equipment"), upon presentation by Recipient of an EBT Card and Recipient entry of a valid PIN. Merchant agrees that in the event of failure of the Equipment to print Benefit Issuance Information as approved and validated as a legitimate transaction, Merchant will comply with Processor's and Member Bank's procedures and rules for authorization of Benefits in such instance.

If Merchant has agreed to Cash Benefits, Merchant agrees to maintain adequate cash on hand to issue and/or provide confirmed Cash Benefits and will issue and/or provide Cash Benefits to Recipients in the same manner and to the same extent cash is provided to Merchant's other customers. Merchant will not require, and will not in the advertising suggest, that any Recipient must purchase goods or services at its facilities as a condition to the issuance and/or provision of Cash Benefits to such Recipient, unless such condition applies to other customers as well. Merchant will not designate special checkout lanes restricted to use by Recipients, provided that if Merchant designates special checkout lanes for checks or other than cash, Recipients may be directed to such lanes so long as other customers are directed there as well.

If Manual benefit Issuance procedure during the period of time when normal benefit Issuance is not possible, then the following limitations will apply to manual Issuance and/or provision of FS Benefits by Merchant.

(i) Merchant must receive an authorization number for the amount of the purchase via telephone at the time of sale.

(ii) Specified Recipient, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft form.

(iii) The manual sales draft must be submitted to the applicable EBT Network for processing within ten (10) calendar days following the date of authorization or any such earlier period of time specified in any applicable Rules or regulations.

(iv) Except as otherwise specifically provided by any applicable Rules or laws, Merchant will not be reimbursed and will be solely responsible for all manual transactions when Merchant fails to obtain an authorization number at the time of sale or otherwise fails to process the manual transactions in accordance with any applicable Rules or laws.

(v) Except as otherwise specifically provided by any applicable Rules or laws, Merchant may not resubmit a manual sales draft for payment if insufficient funds exist at the time that the manual sales draft is presented for processing and payment.

Merchant agrees to comply with all applicable laws and Rules in the performance of its obligations under this Schedule V and the Agreement, including without limitation, laws pertaining to delivery of goods and services to Benefit Recipients and Benefit Recipient confidentiality, and the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with

**Schedule IV
Wireless Terminals**

If Merchant elects to use wireless terminals and receive wireless services from the carriers noted below, the following terms and conditions shall apply:

Capitalized terms that are used herein but not defined herein will have the meaning as set forth in the Agreement.

1. If Merchant (the "End User") has a wireless terminal that uses the **GPRS Services of AT&T** ("Wireless Service Carrier" or "Underlying Carrier"), the following terms and conditions apply.
 - (a) END USER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND END USER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TRANSACTION NETWORK SERVICES, INC. AND UNDERLYING CARRIER. END USER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO END USER. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, END USER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY END USER FOR THE SERVICES DURING THE TWO (2)-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.
 - (b) END USER SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE NUMBER EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.
 - (c) END USER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.
 - (d) END USER UNDERSTANDS THAT TRANSACTION NETWORK SERVICES, INC. AND THE UNDERLYING CARRIER CANNOT GUARANTY THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

2. If Merchant (the "End User") has a wireless terminal that uses the **CDMA Services of Verizon or Sprint** ("Wireless Service Carrier" or "Underlying Carrier"), the following terms and conditions apply.
 - (a) END USER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND END USER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TRANSACTION NETWORK SERVICES, INC. AND UNDERLYING CARRIER. END USER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO END USER. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, END USER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY END USER FOR THE SERVICES DURING THE TWO (2)-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.
 - (b) END USER SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE NUMBER EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.
 - (c) END USER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.
 - (d) END USER UNDERSTANDS THAT TRANSACTION NETWORK SERVICES, INC. AND THE UNDERLYING CARRIER CANNOT GUARANTY THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GOLD STAR FOODS

BACKGROUND INFORMATION:

Gold Star Foods is one of the few distributors in the nation that exclusively services school food service operations. Since the implementation of the Healthy Hunger –Free Kids Act, Gold Star has become a solutions provider by implementing strategies to support schools such as stocking an inventory of compliant-only foods, creating an online data base with nutritional information with all items, and improving their technology platform to provide reports for school districts to improve transparency.

Gold Star Foods was awarded Bid No. 18/19-01 from the Downey Unified School District which includes a “piggyback” clause authorizing other school districts to benefit from this bid to purchase, use identical sourcing and distribution services and with the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

Gold Star Foods is committed to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products to accommodate the needs of the District’s Nutrition Program. The term of the agreement is for school year 2020-21. This is the second of two renewal terms.

RECOMMENDATION:

Approve/Ratify the agreement with Gold Star Foods to provide food commodities during 2020-21 school year to the District’s Nutrition Services Department through the existing “piggyback” agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

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?

Yes No

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

Yes No

Requisition #

Based on purchases
(Amount)

Child Nutrition
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



GOLD STAR FOODS

June 23, 2020

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

Attn: Evelyn Zarzosa

Re: Bid Number #18/19-01 – Purchase and Distribution of Dry, Refrigerated, and Frozen Food

Gold Star Foods, Inc. is awarded the contract for Distribution of Dry, Refrigerated, and Frozen Food from Downey Unified School District under Bid No #18/19-01. The original term of the contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional two [2] one year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer San Ysidro a “piggyback” option of this contract for the 2020-2021 school year and extend our pricing effective July 1, 2020 through June 30, 2021 in accordance with the contract terms and conditions:

Downey USD Contract Documents: <https://app.box.com/s/euo2wbcz9ungr5tk15bi3znpnzde6aal>

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year

Sincerely,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title

Date

3781 East Airport Drive, Ontario, CA 91761
Phone (909) 843-9617 • Fax (909) 843-9618
www.GoldStarFoods.com



Bid Number 18/19-01

**Purchase and Distribution of
Dry, Refrigerated & Frozen Food**

**DOWNEY UNIFIED SCHOOL DISTRICT
11627 BROOKSHIRE AVENUE
DOWNEY, CA 90241**

Issue Date: May 10, 2018

Due Date/Time: May 29, 2018 at 11:00 AM

Bid Number 18/19-01
Dry, Refrig. & Frozen Food

1

**GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761**

DOWNEY UNIFIED SCHOOL DISTRICT

Purchasing Department
11627 Brookshire Avenue
Downey, CA 90241

DATE: May 10, 2018

SUBJECT: Bid Number 18/19-01

FOR: Dry, Refrigerated & Frozen Food

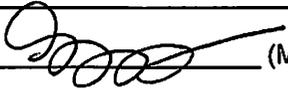
Bid Due: Tuesday May 29, 2018 – 11:00 AM

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Instructions and Conditions** and thoroughly acquaint yourself with the project.

Submit all bids in a sealed envelope showing the Bid Number, Title, Due Date, and Opening Time. Bids must reach the Purchasing Office (Room 169) at the address listed above by the time and date listed above.

If further information is desired, call the Purchasing Department at (562) 469-6534.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This bid is subject to a cash discount of 0 % / 30 days.

Bidder Name: Giselle Norton
Signed By: Contracts Manager  (Must Be A Written Signature!)
Gold Star Foods, Inc.
Title: _____ Date: _____
Complete Mailing Address: 3781 East Airport Drive
Ontario, CA City, State, Zip Code: 91761
Phone Number: 909-843-9600 Fax Number: 909-843-9659
E-Mail Address: bids@goldstarfoods.com

Note: Bids submitted by fax or email ARE NOT acceptable!

This Form is to be submitted with your bid.

Bid Number 18/19-01
Dry, Refrig. & Frozen Food

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

**Downey Unified School District
Dry, Refrigerated & Frozen Food Bid**

INSTRUCTIONS AND CONDITIONS - BID NUMBER 18/19-01

1. PREPARATION OF BID

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. The bid amount shall include all direct and indirect costs incidental to providing the services described herein, such as all applicable taxes, license fees, bond fees, insurance, etc. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or after specified withdrawal time period has elapsed.

3. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Bidder must submit product nutritional specifications for all items with bid submission.

Where samples are requested they must be delivered within five (5) working days of request at no charge to the District. Each item shall be properly identified as to vendor, bid number and item number. Failure to provide samples as requested shall be cause for rejection of the bid. Samples from successful bidder may be retained for comparison with deliveries. Samples will be returned at bidder's expense provided a request accompanies the samples and provided that samples are not destroyed by tests.

4. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.

5. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

6. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. PATENTS, ETC.

The vendor shall hold the Downey Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8. FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Downey Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or

other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested.

9. BID SIGNATURES

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

11. DELIVERY TO DISTRICT WAREHOUSE

First delivery after award of this bid is to be made the week of **July 23, 2018**. Delivery is F.O.B. to District Central Warehouse: 11627 Brookshire Avenue, Downey, CA 90241. There must be no charge for containers, packing, drayage or insurance. Request for deliveries will be called in on an "As Needed" basis.

12. DELIVERY TO SCHOOL SITES

All delivery and freight charges are to be included in the bid price. No separate charges will be approved. A list of delivery sites is included in the bid. Bidder agrees to make deliveries as requested by the Food Services Office to the sites listed on the attached list.

The successful bidder is required to deliver to each location up to two (2) days a week before 12:00 p.m., or a mutually agreed arrangement made with the Food Services Director. Keys will be made available (deposit required) for evening deliveries. Supplier will be responsible for any costs associated with loss of keys.

First delivery after award of this bid is to be made the week of **August 14, 2018**. Delivery will be to three (3) high schools, four (4) middle schools, and thirteen (13) elementary schools.

13. INVOICING

- a) Warehouse Delivery: Invoices must be fully itemized showing quantity, packaging, unit price and extended cost. Invoices are to be submitted to the Downey Unified School District c/o Accounts Payable Department, 11627 Brookshire Avenue, Downey, CA 90241-7017.
- b) School Site Delivery: Invoices are to be left with each Cafeteria Manager at the time the product is delivered. Invoices must be fully itemized showing quantity, packaging, unit price and extended cost for each location. Monthly statements are to be submitted to the Downey Unified School District c/o Accounts Payable Department, 11627 Brookshire Avenue, Downey, CA 90241-7017.

14. DOMESTIC PRODUCTS/ BUY AMERICAN CLAUSE

The District participates in the National School Lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the District at the time of opening of Proposals.

15. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS

Background

Pursuant to Education Code Section 45125.1, it is necessary for Downey Unified School District to determine whether a contractor or independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

Bid Number 18/19-01
Dry, Refrig. & Frozen Food

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Downey, CA 91761

1. Emergency Contracts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to Downey Unified School District in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

2. Limited Pupil Contact - Exempt

Subsection (c) states that Section 45125.1 shall not apply when Downey Unified School District determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, or project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the supplier unless and until such time as an incident involving supplier employee(s) making deliveries to the Downey Unified School District sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to ensure that supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

16. HOLD HARMLESS

The bidder shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

17. AWARD OF BID

Award will be made as a lot to the lowest responsible bidder meeting the specifications and offering to provide the items described. A responsible bidder is defined as follows:

1. All necessary paperwork and forms are included in the bidder's submission.
2. Review and acceptance of information by the District on the bidder's completed bid forms and bid price forms.
3. Vendor has not been terminated from a contract by this District in three years.

Final award will be at the sole discretion of the District. The District reserves the right to withdraw or cancel one or more-line items from this bid before award and proceed with the remaining items as a lot.

The District may conduct investigations, as it deems necessary, to determine the bidder's ability to provide products as listed. The bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to provide product contemplated therein.

Issuance of this bid in no way constitutes a commitment by the District to award a contract. The District reserves the right to reject any or all bids received in response to the bid, waive minor irregularities or informalties, or cancel this bid, if it is deemed to be in the best interest of the District to do so.

Bid Number 18/19-01
Dry, Refrig. & Frozen Food

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
91761

In no event shall the bidder provide product before receipt of a fully executed copy of the Purchase Order. Should the bidder provide product in advance of receiving written notice that the Contract is approved, any product supplied in advance of the approval date shall be done at the Bidders risk as a volunteer unless said Purchase Order is so approved.

18. PRICING - TERM OF CONTRACT

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and supplier for an additional two (2) years in accordance with provisions contained in the Education Code, Section 17596. A price increase, subject to existing market conditions, may be negotiated after the first contract term. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. All contract price changes must be submitted in writing to the Purchasing Department and the Food Service Office.

19. MULTI-YEAR EXTENSIONS

Subject to the provisions of **Paragraph 18** (above), and pursuant to Education Code, Section 17596, this bid may be extended (by mutual consent expressed in writing) for two (2) additional years (total potential bid life of three (3) years from Board of Education award).

20. AMENDMENTS TO THE BID

The District may amend this bid prior to the bid submittal deadline. Any amendments to the bid will be accomplished through written addenda to the bid and sent to all bidders. All addenda issued shall become part of the bid and any subsequent contract. Any oral representations shall be of no force or effect. The District shall not be responsible for any other explanation or interpretation.

21. LIABILITY INSURANCE

The Supplier agrees to keep on file with the District Food Service Office, an insurance certificate covering liability insurance in at least the following minimum amounts:

Bodily Injury	(Vehicle)	\$5,000,000.00/Combined
Property Damage	(Vehicle)	
*Bodily Injury	(Products)	\$1,000,000.00/\$5,000,000.00

*This item is to be on an occurrence basis.

Successful bidders' employees shall use extreme caution while driving motor vehicles on school grounds.

22. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices bid. It will be the bidder's responsibility to maintain an adequate inventory of the items the District places on the purchase order to insure consistent accurate deliveries. Usage will depend on menu. Approximately 13,000 meals served per day.

23. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) CERTIFICATION

All suppliers must be HACCP certified and must provide a copy of their Certification with their BID.

HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling to manufacturing, distribution and consumption of the finished product.

24. REQUIRED DOCUMENTATION CHECKLIST:

Bidders must also complete and return the following documents in addition to the signed Bid Form, completed BID Worksheets and the HACCP Certification:

- a. Suspension and Debarment Certification, USDA form.
- b. Certification Regarding Lobbying form.
- c. Disclosure of Lobbying Activities form.
- d. Supplemental Information Form.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

25. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the supplier, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Downey Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted *TR* (Please initial)
Piggyback option not granted _____

Exclusions:

Specifications and/or bid sheets are attached.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ECOLAB INC.

BACKGROUND INFORMATION:

Ecolab will meet County health code requirements to procure commercial grade cleaning and sanitizing products that are used daily by the school cafeteria staff. Ecolab delivers a wide range of solutions for a clean, safe, and secure environment.

RECOMMENDATION:

Approve/Ratify the agreement with Ecolab Inc. to provide cleaning and sanitizing products for the school cafeterias during 2020-21 school year.

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

Varies

(Amount)

Child Nutrition Fund

(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
AMENDMENT**

This agreement is made and entered into this 28 day of July 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Ecolab Inc.
Company/Vendor

(800) 352-5326
Telephone Number

1 Ecolab Place, St. Paul, Minnesota 55102
Address

www.ecolab.com
Website

hereinafter referred to as "Company/Vendor."

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 products and 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

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.

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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 products delivered and work completed by Company/Vendor. District shall review each invoice and/or receipts submitted to determine that the products delivered and work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Company/Vendor within thirty (30) days of the date of the invoice.

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 RESPONSIBILITIES OF COMPANY/VENDOR

4.1 ORGANIZATION

Company/Vendor shall assign a Company Contact as Project Manager. Company/Vendor shall make reasonable efforts 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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, on an annual basis, during normal business hours with reasonable notice to examine 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. **District waives _____**
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. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriate 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. **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 _____**

SAN YSIDRO SCHOOL DISTRICT

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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, but only to the extent of Company/Vendor's indemnification obligations set forth herein. 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

To the extent of Company/Vendor's indemnification obligations set forth herein, 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. 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, to the extent such loss is the result of Company/Vendor's negligence or intentional misconduct. 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

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 either party upon thirty (30) days written notice to the other party only when the other party has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the other party's failure to perform, and in the case of termination by Company/Vendor, shall include the outstanding balance on the District's account.

5.4 RESERVED

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 RESERVED

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Company/Vendor shall defend indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all third party 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, to the extent arising out of the negligence, 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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.

COMPANY/VENDOR:	Ecolab Pacific Southwest	
Name:	R. Todd Hitch	Jeannette Rubbelke
Title:	Government Sales, AVP Corporate Accts	Bid Contracts Manager I
Address:	18383 E. Railroad Street	1 Ecolab Place, Attn: Government Sales
City/State/Zip Code:	City of Industry, CA 91748	St. Paul, MN 55102
Telephone:	(714) 655-7901	(952) 852 - 0967
Email:	Todd.hitch@ecolab.com	jeannette.rubbelke@ecolab.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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@syzsdschools.org	Evelyn.zarzosa@syzsdschools.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.

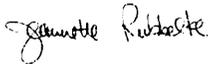
7 WARRANTY OF AUTHORITY:

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 which his or her signature is made.//

COMPANY/VENDOR

Ecolab Inc.

Firm Name



Signature of Authorized Agent

Jeannette Rubbelke, Bid Contracts Manager I
Print Name, Title

07/28/2020

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 SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Company/Vendor's employees and/or Subcontractors may have contact with pupils.**

Jue (Initial) As required under Education Code Section 45125.1, subdivision (a), Company/Vendor 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.

Jue (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 section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Jue (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 Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Jue (Initial) Company/Vendor 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 Company/Vendor's failure to comply with all of the requirements contained in Education 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.

Jue (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.

Jue (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 felony 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: Ecolab Inc.

Name/title of authorized representative (Print) Jeannette Rubbelke, Bid Contracts Manager I

Signature Jeannette Rubbelke Date 07/28/2020

REVISED 01-23-19

SAN YSIDRO SCHOOL DISTRICT

4350 Olay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Please refer to the attached proposal from Ecolab - includes kitchen and equipment inspections and supplies price list. The inspections are at no cost to the District.

Agreement Pricing Report

SAN YSIDRO SCHOOL DISTRICT

H7 503495156

July 2020- June- 2021

Product	Product Description	503495156
06100536	OASIS 146 MULTI QUAT2.5GL	\$77.26
06100693	PEROXIDE MS DISINFECT 2 GAL	\$53.45
06102046	SP S&S CLNR SANT 1-2.5 GAL	\$121.98
06112963	PANTASTIC 4-1GL	\$58.18
06114175	OASIS 133 APC RFL 2.5GL	\$61.04
06101962	VICTORY - 1-58 FL OZ	\$34.97
06100463	ORANGE FORCE MS DEG 6-32OZ	\$44.23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 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.

This 3-year agreement is to implement a Meals Plus Web Based – hands free/contactless system. Due to COVID-19 and for safety purposes for all, it is important to have this hands free/contactless system in place for students to scan their meal cards. When the Hybrid Learning starts it will be imperative to keep the meal service program as contactless as possible. Staff training is included.

- 2020-21 \$22,000.00 from CARES funds
- 2021-22 \$11,550.00 from CARES funds
- 2022-23 \$11,550.00 from Child Nutrition funds.

RECOMMENDATION:

Approve the 3-year agreement with EMS LINQ Inc. to host the Child Nutrition database and provide a contactless system for all school sites.

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

2020-21

\$22,000.00

(Amount)

CARES Fund & Child Nutrition Fund 13

(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 1st day of September, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

EMS LINQ INC.
Company/Consultant
2528 Independence Blvd., Suite 200, Wilmington, NC 28412
Address

(800) 541-8999
Telephone Number
www.linq.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the 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, 2023

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 RESPONSIBILITIES 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 appropriate 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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, data, 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(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

SAN YSIDRO SCHOOL DISTRICT

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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	Joe Verduco
Title:	Director of Sales Operations	Sales Account Executive
Address:	2528 Independence Blvd.	
City/State/Zip Code:	Wilmington, NC 28412	
Telephone:	(910) 799-5427	910-398-6057
Email:	jverduco@linq.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Evelyn Zarzosa
Title:	Chief Business Official	Director, Child Nutrition Services
Address:	4350 Otay Mesa Road	
City/State/Zip code:	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 to enter into agreement on behalf of the Party for which his or her signature is made.//

COMPANY/VENDOR

DISTRICT

EMS LINQ INC.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

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 SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements**

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **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 employer 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 section 667.5(c) or a serious felony listed in Penal Code section 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 Penal code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Company/Vendor shall defend, indemnify, protect all the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injury to 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 Education 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 felony 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



Quote for San Ysidro School District

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: jverdusco@linq.com

Quote #: Q-19313-1
Start Date: 9/1/2020

Customer Contact
Evelyn Zarzosa
(619)428-4476 X3011
evelyn.zarzosa@sysdschools.org

Bill To
San Ysidro Elementary School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Joe Verdusco	jverdusco@linq.com	12 months	Net 30

Terms & Conditions

Year 1

(September 1, 2020 - August 31, 2021)

This grouping of products represents your first invoice. It includes your first year subscription products as well as any one-time fees.

Meals Plus Web Advanced Annual Conversion Training is a one time fee.				
QTY	PRODUCT	UNIT PRICE	DISC (%)	EXTENDED
7	School Nutrition - Advanced - Annual License - V10	\$1,750.00	6	\$11,550.00
1	School Nutrition - Implementation & Training Package	\$1,500.00	0	\$1,500.00
1	Inventory - Training	\$1,500.00	0	\$1,500.00
1	Menus & Nutrient Analysis - Training	\$750.00	0	\$750.00
7	Point of Sale - Annual Subscription - V10	Included	0	\$0.00
7	Free & Reduced - Annual Subscription - V10	Included	100	\$0.00
1	LunchApplication.com - Annual Subscription	Included	0	\$0.00
7	Menus & Nutrient Analysis - Annual Subscription - V10	Included	100	\$0.00
7	Inventory - Annual Subscription - V10	Included	100	\$0.00
1	K12 PaymentCenter Meals & Fees	Included	0	\$0.00
1	Cloud Hosting - Annual Subscription	Included	0	\$0.00
1	School Nutrition - Advanced Annual Conversion - MP Desktop to MP Web	\$0.00	0	\$0.00
1	Point of Sale - Training	Included	0	\$0.00
Meals Plus Web Advanced Annual Conversion Subtotal:				\$15,300.00
Meals Plus Web Advanced Annual Conversion Grand Total:				\$15,300.00

Q-19313-1
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Page 2 of 4

Genovation 905-S		Operates in standard terminal or line-edit (pin-pad) mode, 12 keys: sealed membrane, 20 million operations, 2 x 16 super-twist back-lit LCD (sealed), Two programmable LEDs, Fully-programmable serial settings & key table, 3-Year Warranty		
QTY	PRODUCT	UNIT PRICE	DISC (%)	EXTENDED
20	Hardware: Keypad - Genovation 905S sealed w/scanner	\$335.00	0	\$6,700.00
Genovation 905-S Subtotal:				\$6,700.00
Genovation 905-S Grand Total:				\$6,700.00

Year 2

(September 1, 2021 - August 31, 2022)

Meals Plus Web Advanced Annual Conversion		Training is a one time fee.		
QTY	PRODUCT	UNIT PRICE	DISC (%)	EXTENDED
7	School Nutrition - Advanced - Annual License - V10	\$1,750.00	6	\$11,550.00
7	Point of Sale - Annual Subscription - V10	Included	0	\$0.00
7	Free & Reduced - Annual Subscription - V10	Included	100	\$0.00
1	LunchApplication.com - Annual Subscription	Included	0	\$0.00
7	Menus & Nutrient Analysis - Annual Subscription - V10	Included	100	\$0.00
7	Inventory - Annual Subscription - V10	Included	100	\$0.00
1	K12 PaymentCenter Meals & Fees	Included	0	\$0.00
1	Cloud Hosting - Annual Subscription	Included	0	\$0.00
Meals Plus Web Advanced Annual Conversion Subtotal:				\$11,550.00
Meals Plus Web Advanced Annual Conversion Grand Total:				\$11,550.00

Year 3

(September 1, 2022 - August 31, 2023)

Meals Plus Web Advanced Annual Conversion		Training is a one time fee.		
QTY	PRODUCT	UNIT PRICE	DISC (%)	EXTENDED
7	School Nutrition - Advanced - Annual License - V10	\$1,750.00	6	\$11,550.00
7	Point of Sale - Annual Subscription - V10	Included	0	\$0.00
7	Free & Reduced - Annual Subscription - V10	Included	100	\$0.00
1	LunchApplication.com - Annual Subscription	Included	0	\$0.00

QTY	PRODUCT	UNIT PRICE	DISC (%)	EXTENDED
7	Menus & Nutrient Analysis - Annual Subscription - V10	Included	100	\$0.00
7	Inventory - Annual Subscription - V10	Included	100	\$0.00
1	K12 PaymentCenter Meals & Fees	Included	0	\$0.00
1	Cloud Hosting - Annual Subscription	Included	0	\$0.00
Meals Plus Web Advanced Annual Conversion Subtotal:				\$11,550.00
Meals Plus Web Advanced Annual Conversion Grand Total:				\$11,550.00

Additional Comments

THANK YOU FOR YOUR CONSIDERATION!

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ZONAR SYSTEMS

BACKGROUND INFORMATION:

Zonar provides access to its fleet telematics suite of solutions called Zonar Ground Traffic Control including its Electronic Vehicle Inspection Report System. Services include activation, 24/7 access to Fleet Management Web Application, email & phone support, software upgrades, daily account monitoring, monthly executive summary reporting, and annual site visit. Zonar is compatible with Transfinder which is the routing system that the District is also purchasing, this will include GPS service to track students picked up/dropped off.

RECOMMENDATION:

Approve/Ratify the 3-year agreement with Zonar Systems to provide fleet management web application and GPS tracking system at an annual cost of \$12,020.84 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

2020-21

\$12,020.84

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



**ZONAR TERMS & LICENSE AGREEMENT FOR HARDWARE USE,
DATA TRANSMISSION, & DATA STORAGE SERVICES**

CUSTOMER INFO:

Name: San Ysidro School District
Address: 4350 OTAY MESA RD SAN YSIDRO, CA 92173
Market Segment: Pupil Transportation

P.O. #: _____
Quote #: 092527
Contract #: _____

This Zonar Terms and License Agreement is effective as of July 1st, 2020 ("Effective Date") and entered into between San Ysidro School District ("Customer") and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The Parties agree that the following terms and conditions shall apply to Customer's purchase of equipment and services from Zonar, whether procured directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's service and software offerings.

1. DEFINITIONS. The following capitalized terms shall have the meanings ascribed to them below:

- "Agreement" means this Terms & License Agreement (including any Orders submitted by Customer and accepted by Zonar under this Agreement, any Quotes, including Quick Quotes, included or referenced in such Order), which together form a single agreement.
- "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined in Section 11 below). Data can include one or more of Inspection Data (for Customer's using Zonar's verified inspection service (EVIR)), GPS Data (location data for reviewing the historical path of a vehicle), Z PASS Data (student bus ridership data), and/or Zonar Logs Data (driver log data).
- "Hardware" means any equipment provided by Zonar to Customer under this Agreement.
- "Parties" means Zonar and Customer. "Party" means either of Zonar or Customer, as applicable.
- "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured hosted data center; monthly storage of collected data; Zonar support for hardware and data transmission issues; and/or any other services that Zonar or its authorized resellers makes to available to Customer under this Agreement.
- "Service Packages" refer to one or more of the Services Zonar will provide to a Customer under a particular Quote or Order. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings.
- "Software" means any Zonar sourced computer software and associated documentation made available to Customer under this Agreement. Such Software includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein (see Section 8 below).
- "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for purchase, license or use under this Agreement. Pricing for Zonar Offerings will be defined in one or more of a Quote, Quick Quote, or Sales Order.

2. HARDWARE. Title to Purchased Hardware provided under this Agreement will be transferred to Customer. Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Purchased Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped FOB origin, such that title transfers to Customer when such Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of Zonar's choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its agents under, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a Quotation, GPS units are subject to a \$50 activation fee (which also applies to any reactivation after a unit has been turned off).

3. SERVICES AND FEES. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings. Service Packages are defined on the Quote, Quick Quote, or Sales Order, as applicable. Zonar reserves the right to assess a \$50 per asset Transfer Fee for any asset transferred to a different Zonar Customer's account. In the event of a discrepancy between the Quote and Sales Order, the stated pricing will be controlled by the Quote, and the Hardware quantity will be controlled by the Sales Order.

4. CUSTOM SERVICES. Unless otherwise provided in a separate Statement of Work ("SOW") or Quote specifically referencing or attached to this Agreement, Zonar will not provide any custom Services, including but not limited to, integration services, bulk data export services, or other non-standard Services ("Custom Services") not specifically identified in the relevant SOW, Quote or Sales Order. Any Custom Services must be agreed upon by the Parties in a signed SOW.

5. SERVICE TERM/TERMINATION. The Service Term shall be for a period of three () year(s) following commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by Zonar or its agents on or before the 15th day of a month, Service billing shall commence on the first of the month following Hardware shipment; (b) For Hardware that is shipped to Customer by Zonar or its agents after the 15th day of a month, Service billing shall commence on the fifteenth day of the following month, following Hardware shipment. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date shall be the date of the first invoice for Service that the Customer pays in full. The Term shall automatically renew for additional one-year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Zonar provides 30 days' written notice by Zonar, and Customer will have 30 days after receiving such notice to cancel. If Customer attempts to terminate early, or fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Agreement during the entire Term, including with respect to unexpired portions of the Term, shall accelerate and become immediately due and payable, and also including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information. If Zonar provided customer any No Cap Ex hardware (where Zonar gave hardware to Customer as part of the deal, with the expectation of Zonar receiving service fees for the Service Term) or if the cost of the hardware was covered by the award of a National Association for Pupil Transportation ("NAPT") grant, then in the event of any early termination, Customer will be required to return all Zonar provided Hardware.



6. PAYMENT TERMS AND TAXES. Customer shall pay (in U.S dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full. **TAXES.** All payments to Zonar exclude taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, (including sales tax, use tax, and property tax on leased or purchased Hardware, excepting taxes on Zonar's income or Zonar's employment taxes) however designated or incurred in connection with the transactions under this agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.

7. SOFTWARE LICENSE/GRANT. All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3rd Party Terms, Zonar grants to Customer during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for the limited license conveyed Customer under this Agreement, Zonar and its suppliers shall retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Zonar Offerings and 3rd Party Offerings, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the Zonar Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer will not violate or contest Zonar's or its suppliers' proprietary rights related to any Zonar Offering and/or 3rd Party Offering. Additional terms may apply to 3rd Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such 3rd Party Offerings. Customer acknowledges use of a 3rd Party Offering requires acceptance of the 3rd Party Terms, which are not controlled by Zonar.

8. LINKS TO THIRD PARTY TERMS FOR ZONAR TABLET APPS. Zonar may make available certain third party applications, products, or services to its customers (collectively, "Third Party Apps"). Any purchase, installation or enablement of, subscription to, or use by Customer of Third Party Apps, as well as any exchange of data between Customer and any Third Party App provider, is solely between Customer and the applicable third party. Please note any Third Party App terms and conditions are controlled solely by the Third Party App Provider, furthermore, Zonar cannot negotiate and has no control over Third Party Apps or the providers thereof, and, unless otherwise provided in this Agreement or the relevant Sales Order, Zonar does not warrant or support, and has no responsibility for, Third Party Apps and/or any other non-Zonar products or services. It is Customer's responsibility to review and comply with all relevant terms governing the use of Third Party Apps, whether attached to this Agreement or otherwise made available by the Third Party App provider. Use of Third Party Apps may require the purchase of a Monthly Data Plan as further described in Section 22. Zonar may change the availability of these Third Party Apps at its sole discretion, and Zonar reserves the right to suspend or terminate the provision or use of any Third Party App (including the removal of any Third Party App from Zonar-sourced tablets) at any time without entitling Customer to any refund, credit or other compensation, other than the termination of ongoing billing for the terminated App.

Navigation App/ALK CoPilot Software. The most current version of the ALK EULA can be found at: <http://copilotgps.com/en-us/copilot-eula>

9. TERMS OF USE/CUSTOMER OBLIGATIONS. Customer shall be solely responsible for obtaining and maintaining Internet access to Zonar's web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of Zonar can never be an authorized user) have access to Zonar's web based services and for the security of Customer's computer system and the connection to Zonar's systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without Zonar's prior written consent.

10. DATA RETENTION. Customer acknowledges: (1) that unless it purchases additional Data Retention services, Zonar will have the right to purge all Data as follows: Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes below. If no boxes are checked, Zonar will have the right to purge Inspection Data after 3 months and GPS Data after 6 months. (2) Regulations may mandate specific Data Retention requirements for Inspection Data and/or GPS Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data Retention period offered by Zonar is not sufficient. (3) Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. (4) Unless Zonar specifically agrees in writing otherwise, all Data other than Inspection/EVIR Data (including but not limited to I/O Data, Z.Alert Data, Z.PASS card scan Data, Diagnostic Data, Fault Code Data, and Message Data), can be purged by Zonar according to the Retention period selected for GPS Data. From time to time, Zonar may offer new types of Data services, and such new Data services may have different Data Retention periods, to be defined in a corresponding service specification for that offering. If no data retention period is defined, the retention period for GPS data will apply. (5) Zonar is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with Zonar, all Data submitted using Zonar's web based applications may be purged as provided herein. (6) Zonar Logs and Zonar Coach Data Retention is limited to 6 months, regardless of the check box selections made below.

Data Retention:

CSA - EVIR Data Retention – Rolling Period: 3 Months 12 Months

GTC - GPS & Other Data Retention – Rolling Period: 6 Months 12 Months

11. INTELLECTUAL PROPERTY (IP). Zonar retains all right, title and interest and all related IP rights in and to the Zonar Offerings and Zonar's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

12. LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE. Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handheld's, Zonar branded Tablets, Z.PASS readers) is as follows: V4



and V3 Series HD GPS Product Line – 3 Years; EVIR and all Other Serialized Hardware, including third-party Hardware– 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer’s sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar’s equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed ineligible for Warranty coverage, Customer will be charged the price of a refurbished unit plus shipping and handling, and restocking fees. Return of any Hardware requires a Return Material Authorization (“RMA”) number. All RMA’s must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1(877) THE-EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

13. WARRANTY LIMITATIONS. THE LIMITED WARRANTIES SET FORTH ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS AND ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR OTHERWISE MEET CUSTOMER’S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. INSTALLED HARDWARE REQUIRES CONTINUAL ACCESS TO AN ON-VEHICLE POWER SOURCE, AND MAY REQUIRE CONNECTIVITY TO ONBOARD DIAGNOSTIC PORT(S), VEHICLE BUSES, AND/OR OTHER VEHICLE SENSORS, COMPUTING SYSTEMS, AND ANCILLARY COMPONENTS (COLLECTIVELY “COMPONENTS”) TO PROVIDE THE SERVICES. FAILURE TO PROVIDE EXCLUSIVE ACCESS TO THESE COMPONENTS, USE OF A SPLITTER OR OTHER DEVICE THAT CONNECTS MULTIPLE DEVICES TO A SINGULAR COMPONENT, OR SIMULTANEOUS OPERATION OF THIRD PARTY HARDWARE OR SERVICES, MAY IMPACT PERFORMANCE OF THE HARDWARE, THE ACCURACY AND DELIVERY OF THE SERVICES, AS WELL AS THE PERFORMANCE OF THE VEHICLE AND THIRD PARTY DEVICES. ZONAR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HARDWARE INSTALLED AND/OR USED IN CONTRAVENTION OF THIS PARAGRAPH, AND ZONAR SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE HARDWARE, SERVICES, VEHICLE, OR ANY THIRD PARTY DEVICE.

14. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO EITHER PARTY’S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER’S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR’S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR’S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. CONTROLLING TERMS. All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and Zonar or the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

16. OTHER LIMITATIONS. Zonar’s licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer acknowledges (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services; (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer’s behalf, and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

17. ZONAR INDEMNIFICATION. Zonar shall indemnify, defend, and hold harmless Customer from and against any third party claim, cause of action, or demand (each a Covered Claim”), including the cost and expense (including attorneys’ fees) of: (i) any claim or allegation that Zonar’s intellectual property infringes from or misappropriates any intellectual property right of any third party, and (ii) any personal injury, or death caused by Zonar in the performance of this Agreement. Zonar shall have no obligation for claims arising from: (i) Customer’s use of Zonar’s intellectual property in combination with intellectual property not supplied by Zonar which infringes the rights of third parties, or (ii) unauthorized modification of the Zonar’s intellectual property by Customer. To obtain the benefit of the above indemnification, Customer must (a) promptly notify Zonar following receipt of a Covered Claim, providing Zonar with all information reasonably available, and any assistance in the Covered Claim as Zonar reasonably requires from time to time, (ii) give Zonar full and exclusive authority in the defense and settlement of the Covered Claim (subject to Zonar obtaining Customer’s consent before Zonar settles any claim in a fashion that would require any action by Customer), and (iii) neither make any admission nor in any other way prejudice Zonar’s defense of the Covered Claim, other than factual statements in response to a valid court order. If a Covered Claim regarding intellectual property is made, or in Zonar’s opinion such a Covered Claim is likely to occur, Zonar, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Customer the right to continue using and sub-licensing the covered product or service, (b) use its reasonable endeavors to replace or modify the covered product or service so that it becomes non-infringing, provided the functionality of the covered product or service is not materially diminished thereby, or (c) where neither of the above remedies are practically available to Zonar acting reasonably, reimburse Customer the hardware costs paid to Zonar for hardware purchases (but not for costs for leased or bundled hardware where Zonar retains title to such hardware), which shall be depreciated on a straight-line basis over a period of three years, and release Customer from any ongoing obligation to make Lease or Service payments on Hardware or Services that cannot be used (noting that any Leased Hardware must still be returned to Zonar if the lease is terminated due to a covered Claim). This clause states the exclusive and entire liability of Zonar to Customer, its members, officers, agents or employees in respect of a Covered Claim.

18. CONFIDENTIALITY. To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such (“Confidential Information”), except that Zonar may disclose Customer’s Confidential Information (where such data is collected from a Customer vehicle/asset) to (a) the manufacturer of Customer’s vehicle or engine; (b) the lessor or owner of the vehicle (where Customer has leased vehicle from a third party) or any maintenance provider/company identified by the Customer; (c) the provider of any Third Party App that Customer chooses to download, install, or use; and/or (d) any third party to whom the Customer authorizes access to such data via Zonar’s API, for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar’s web based software or device firmware with any competitor of Zonar. The receiving Party’s obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information.

19. ELECTRONIC SIGNATURES FOR ZONAR’S EVIR SYSTEM. Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer’s responsibility to understand and comply with those requirements. Zonar will provide recommendation for implementing a compliant electronic signature program upon request.

20. WIRELESS DATA POLICIES. Customer understands and agrees that (a) Customer has no contractual relationship with a wireless carrier and is not a third-party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and any such Number can be changed. (c) Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) The liability and



obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

21. MISCELLANEOUS. The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted under the laws of the State of California, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of San Diego County, California, or the Federal District Court for the state of California, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals. By executing this Agreement, Customer authorizes Zonar and/or its affiliates to request and obtain credit reports and/or bank and trade references ("Credit Reports"). Customer may request, and Zonar will provide, information regarding any Credit Reports obtained pursuant to this section.

22. Z PASS™ SPECIFIC TERMS. Customer (or "District") acknowledges and agrees to the following: (a) The District will manage the disbursement of Z PASS RFID cards to their students. (b) Other than student name and RFID card number, the District will not upload any student personally identifiable information (PII), such as social security numbers, home addresses, parent names, or telephone numbers, into Zonar's Z PASS database. Such information is not required for the deployment or operation of Z PASS, and such information should reside in the District's Student Information System.

23. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING (Z PASS). If Customer is a public school district in the United States ("District") and has purchased the Z PASS Service, then District acknowledges and agrees to the following: (a) District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA"); (b) District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA; (c) District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Z PASS Service"), and (d) Zonar's Privacy Policy is consistent with the District's own policies for protection of FERPA Data.

Zonar Systems, Inc. ("Zonar") acknowledges and agrees to the following: (a) Zonar is acting as a contractor to the District in performing the Function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor; (b) Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy. (c) Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients")) have access to that student's FERPA Data in Zonar's possession or control. (d) Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control. District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

24. ADDITIONAL DATA COSTS. (If applicable) Enabling any of the following Services on a Zonar provided tablet (or a tablet or device that consumes data using a Zonar controlled SIM) requires the purchase of a Monthly Data Plan: ZDOCS or other document capture application, Web browsing, and/or any 3rd party app that transmits or consumes data. **Monthly Data Plans.** As of the Effective Date of this Agreement, Zonar offers the following Monthly Data Plans and fees: (1) \$5/vehicle per month for 100MB; (2) \$10/vehicle per month for 250MB; (3) \$15/vehicle per month for 500MB; (4) \$25/vehicle per month for 1GB (5) \$45/vehicle per month for 2G. Overages to the selected Monthly Data Plan will be billed at \$0.05 per MB. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods. Zonar reserves the right to modify or change these Monthly Data Plans and fees at its discretion, which changes will be reflected in a Quote and shall impact only Services subscribed to or renewed after the effective date of such changes. In the event of a discrepancy between these data fees and any fees stated on a Quote, the Quoted data fees will control.

25. CUMMINS CONNECTED DIAGNOSTICS: If Customer subscribes to Cummins Connected Diagnostic service, Customer is obligated to register separately with Cummins in order to activate and use such service, and Zonar shall have no liability for Customer's failure to register with Cummins Inc. ("Cummins"). Customer agrees to contact Cummins to complete registration. Customer acknowledges that Zonar provides a data stream to Cummins (and authorizes Zonar to share with Cummins the data required to enable the Cummins Connected Diagnostic service), and any vehicle service recommendations and other services are provided by Cummins, independent of Zonar. Zonar is not responsible for the provision of Cummins Diagnostic Services.

Zonar Version 23 March 2020

READ AND AGREED

CUSTOMER Board approved:

Signature: _____ Print Name: Marilyn Adrianzen Title: Chief Business Official Date: _____

ZONAR

Signature: _____ Print Name: Michael C. King Title: General Counsel Date: _____



Sales Quote

18200 Cascade Ave S.
Seattle WA, 98188

Phone: 12065013881
Fax: 206-878-3082
Email: eric.trench@zonarsystems.com

Date: July 16, 2020

Expiration Date: August 15, 2020

Customer Name: San Ysidro School District

To: Paulo Azevedo
San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
619-428-4476

Service Billing: Annual

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS
Eric Trench	FedEx	Ground	TBD	NET 30

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
44	GTC	\$224.11	\$9,860.84
-29	Street Service		
-15	Drive Service		
-15	EVIR CSA Inspection Service		
15	EVIR CSA Inspection Service	\$84.00	\$1,260.00
15	ZPASS Service	\$60.00	\$900.00

Three year contract required. Early termination fees will apply.

Total: \$12,020.84

Terms & Conditions

- 1) The above pricing is a good faith estimate, however, different vehicles may require different cables, which can affect pricing. Firm pricing will be provided once an asset list has been provided. The above pricing does not include installation, which can be quoted based on an asset list.
- 2) Delivery date will be confirmed upon receipt of purchase order.
- 3) All prices are in US Dollars.
- 4) Taxes, Travel Expenses & Shipping will be charged at cost.
- 5) Bundled Package Installation with less than 10 units will be charged travel expenses, billed at cost.
- 6) The following hardware on this quote if leased/bundled, must be returned to Zonar after termination for any reason.

GPS Units

Date Created Timezone Used
 7/16/2020 9:45 US: Pacific Time

Asset	GPS ID	Device Type	Active	Location
	26	8567238 V3	Active	Home
	29	18035889 V4	Active	Home
	34	18035872 V4	Active	Home
	35	18035886 V4	Active	Home
	36	18035894 V4	Active	Home
	40	18035897 V4	Active	Home
Bus 1	18035892	V4	Active	Home
Bus 10	18035870	V4	Active	Transportation Department
Bus 11	18035891	V4	Active	Transportation Department
Bus 12	18035875	V4	Active	Transportation Department
Bus 13	18035871	V4	Active	Transportation Department
Bus 14	18035896	V4	Active	Transportation Department
Bus 15	18035874	V4	Active	Transportation Department
Bus 16	18035895	V4	Active	Transportation Department
Bus 2	18035890	V4	Active	Home
Bus 7	18035885	V4	Active	Transportation Department
Bus 9	18035888	V4	Active	Transportation Department
F-15	8566897	V3	Active	Child Nutrition
G-27	8566904	V3	Active	Maintainence Department
I-33	8567136	V3	Active	Information Technology
M-24	8566898	V3	Active	Maintainence Department
M-25	8566895	V3	Active	Maintainence Department
M-28	8566916	V3	Active	Maintainence Department
M-30	8566907	V3	Active	Maintainence Department
M-31	8567231	V3	Active	Maintainence Department
M-32	8567135	V3	Active	Maintainence Department
T-23	8566914	V3	Active	UNKNOWN
Van 20	8567132	V3	Active	Transportation Department
Van 7	8180468	V3	Active	Home
Van 72	18035873	V4	Active	Home
Van 73	18035946	V4	Active	Home
	8567232	V3		
	8567229	V3		
	8177571	V3		
	18035982	V4		
	18035893	V4		
	8567227	V3		
	18035863	V4		
	18035876	V4		
	8567240	V3		
	8567236	V3		
	8567235	V3		

8567234 V3
8567233 V3

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH TOM SILVA CONSULTING

BACKGROUND INFORMATION:

Tom Silva Consulting will provide professional school facilities planning services and will serve as a facility advisor, providing guidance and support on school facility planning, construction and communication plans. Mr. Silva is knowledgeable of the District's facilities and processes.

RECOMMENDATION:

Approve the agreement with Tom Silva Consulting for professional school facilities planning services on an "as needed" basis for fiscal year 2020-21 at an hourly rate of \$150.00 and at an amount not to exceed \$15,500.00 from the Redevelopment Agency funds.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED
\$15,500.00

(Amount)

Redevelopment Agency Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of August, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Tom Silva Consulting
Company/Consultant

(619) 261-8233
Telephone Number

4254 View Place, San Diego, CA 92115
Address

N/A
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2020 To: June 30, 2021 (on an "as needed" basis)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30 days and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers’ Compensation (Employer’s Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

District waives _____

Improper Sexual Conduct: **\$1,000,000** per occurrence with an aggregate of not less than **\$2,000,000** for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.

District waives _____

Cyber Security Liability: Coverage for both electronic and non-electronic data breach of **\$2,000,000** per occurrence with an aggregate limit of not less than **\$5,000,000** and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Tom Silva Consulting	
Name:	Thomas Silva	
Title:	Independent Consultant	
Address:	4254 View Place	
City/State/Zip Code:	San Diego, CA 92115	
Telephone:	(619) 261-8233	
Email:	Thomasjerome.ts@gmail.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476 x3004	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@syzdschools.org	Paulo.azevedo@syzdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Tom Silva Consulting

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Consultant will provide professional school facilities planning services as directed by the Superintendent and/or the Chief Business Official. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Compensation:

Hourly rate of \$150.00 per hour on an "as needed" bases for a total not to exceed \$15,500.00 for services satisfactorily rendered pursuant to Section 2 above.

Expenses:

District shall not be liable to Consultant for any materials, costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

- Reimbursable expenses at a cost plus 3%. Reimbursables shall include, but not limited to, copies, blueprints, legal ads for bidding, etc.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

INITIAL: _____

Informational
 Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 5

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization that took place at La Mirada and Smythe Schools, there are several outstanding post construction items that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into closing out these projects with the Division of the State Architect (DSA).

Aguilar Architects, is the Architect and Engineering company that designed the schools modernization projects and is assisting the District with post construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada Schools.

Amendment No. 5: Overseeing and documenting the completion of the still remaining issues that are required to be completed for DSA closeout of the Smythe and La Mirada projects.

RECOMMENDATION:

Approve Amendment No. 5 to the Aguilar Architects Agreement for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$37,680.00 from the Redevelopment Agency funds.

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 #

\$37,680.00

(Amount)

Redevelopment Agency funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Aguilar Architects Inc
 30131 Town Center Drive, Suite 104
 Laguna Niguel, CA 92677
 C 949.230.8875
 T 949.387.5949
aguilararchitects.com

July 8, 2020 – Revised 7/17/20

Mr. Paulo Azevedo
 Director of Maintenance, Operations, Transportation and Facilities
 San Ysidro School District
 4350 Otay Mesa Road, San Ysidro, CA 92173

Subject: **Post Construction Services Proposal for
 Project Closeout with Certification**

Dear Paulo,

Aguilar Architects, Inc. is pleased to present this proposal to assist the San Ysidro School District in the closeout with certifications for the Smythe and La Mirada Elementary Schools previously designed by our office in 2016.

It is our understanding that the District requires our assistance in overseeing and documenting the completion of the still remaining issues that are required to be completed as indicated on the DSA-301-P for the above schools, and per our own listing and status of documents required for project certification as sent to you via email on March 10, 2020, and attached herby for reference.

The tasks associated with this service will include all the documentation required for DSA certification including the following:

- Assist with the preparation of a letter to DSA requesting that the project files be re-examined for certification;
- DSA 302: Responses to DSA 301-P including responses to unresolved issues, such as Final Verified Reports, responses to unapproved construction documents, incomplete but required construction scope, and non-compliant work that needs resolution;
- DSA 6-AE: Submittal of Architect/Engineer Verified Reports;
- Provide DSA with a "single complete comprehensive package that includes all items, documents, and issues listed on the DSA "closed without certification letter" as missing, outstanding or otherwise not resolved".
- Obtain Letter of Certification

SCOPE OF WORK

We have divided our services into three tasks as follows:



Task A – As-Built Verification of remaining items documented on our March 10,2020 report, including site visits with our engineers to verify compliance with remaining items and preparation of field reports or CCDs as needed. This will include reports on District and contractor items that must be completed for certification, such as: Complete, Repair, Re-work, or Replace work that was left outstanding by the contractor, or to be completed by District. [Solar PV Project: Document and closeout ADA Parking, Curb Ramp, ADA Signage per DSA #116361 /116362.](#)

Tasks B – Site Deviations Resolution: Resolve contractor deviations and prepare new CCD (3) submittal to DSA, DSA Coordination, site inspections with IOR and Special IOR, SEOR, and DSA Inspector. The fees associated with this task includes resolution of the contractor deviations for the site gates, and meetings at DSA and one site visit by our team with our structural engineer.

Task C – DSA Closeout Coordination, preparation and submittal to all essential paperwork for project certification. This task will require multiple interactions with DSA and meetings as needed, including our engineers of record.

OPTIONAL SERVICES

The following services have not been included in this proposal, but may be provided as Supplemental Services at the request and authorization of the District:

1. Applications and presentations to DSA other than as listed above
2. Application and presentation to city of San Diego and/or DHS
3. Phased documentation packages
4. Documentation on District’s installed equipment
5. Security/safety assessments, or pandemic assessments/preparation for school reopening
6. Presentations, graphic exhibits, and/or meetings other than those outlined above

COMPENSATION

For the Basic Services described above, we propose an hourly rate not to exceed fee per Exhibit A attached.

If you find this proposal satisfactory, it will be used as the basis of an amendment (Amendment #5) to our existing Post-Construction contract with terms and conditions incorporating the intent of this proposal. If you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss this proposal with you.

Thank you for the opportunity to submit this proposal to you. We enthusiastically look forward to working with you on completing this long-delayed project.

Very truly yours,
Aguilar Architects, Inc.

Guillermo Aguilar, AIA
Principal

San Ysidro School District approval:

Marilyn Adrianzen, Chief Business Official

Board approved: _____

EXHIBIT A

EXHIBIT A - SYSD FEE PROPOSAL - SMYTHE ES - CLOSEOUT AND CERTIFICATION SERVICES 2020-JUL-07 REVISED 2020-JUL-17

TASKS	TASK HOURS	FEES PER TASK	TOTAL FEE PER TASK
A As-Built Verification / Site Visits and Itemized FINAL VERIFIED Reports	136.00	23,680.00	\$ 23,680.00
B Gates Gates - Resolution of Contractor Deviations and CCD Resubmital (03) to DSA	42.00	7,410.00	\$ 7,410.00
C DSA Coordination and Final Closeout/Certification	38.00	6,590.00	\$ 6,590.00
TOTAL	216.00	37,680.00	\$ 37,680.00

ESTIMATED HOURS

ESTIMATED HOURS

TASK A - As-Built Verification / Site Visits and Itemized FINAL VERIFIED Reports	HOURLY RATE	architect AGUILAR	Structural VCA	Civil MEP tk1sc	PENCO	TOTAL HOURS	TOTAL FEE
• Principal - Aguilar Architects	\$ 205.00	3	16			16	\$ 3,280.00
• Project Manager - Aguilar Architects	\$ 175.00	7	40			40	\$ 7,000.00
• Principal - Structural & MEP Engineers	\$ 205.00	4	10	8	8	20	\$ 4,100.00
• Project Manager - Structural & MEP Engineers	\$ 175.00	7	40	16	16	40	\$ 7,000.00
• CAD/BIM Resource	\$ 115.00	20	0	0	0	20	\$ 2,300.00
TOTALS		27	76	24	24	136	\$ 23,680.00
TASK B - Gates - Resolution of Contractor Deviations and CCD Resubmital (03) to DSA							
• Principal - Aguilar Architects	\$ 205.00	1	8			8	\$ 1,640.00
• Project Manager - Aguilar Architects	\$ 175.00	7	16			16	\$ 2,800.00
• Principal - Structural & MEP Engineers	\$ 205.00	1	0	6		6	\$ 1,230.00
• Project Manager - Structural & MEP Engineers	\$ 175.00	7	0	6		6	\$ 1,050.00
• CAD/BIM Resource	\$ 115.00	4	0	2		6	\$ 690.00
TOTAL		28	14	0	0	42	\$ 7,410.00
TASK C - DSA Coordination and Final Closeout/Certification							
• Principal - Aguilar Architects	\$ 205.00	1	8			8	\$ 1,640.00
• Project Manager - Aguilar Architects	\$ 175.00	7	16			16	\$ 2,800.00
• Principal - Structural & MEP Engineers	\$ 205.00	1	0	2		2	\$ 410.00
• Project Manager - Structural & MEP Engineers	\$ 175.00	7	0	2	2	6	\$ 1,050.00
• CAD/BIM Resource	\$ 115.00	4	0	2		6	\$ 690.00
TOTAL		28	6	2	2	38	\$ 6,590.00

AMENDMENT NO. 5 - Page | 3

DSA - Documents Required List For Project Certification

LA MIRADA ELEMENTARY SCHOOL

Application #: 13 Office ID: 4

File #: 37

Application #: 115907

File #: 37-67

Project Name: La Mirada Elementary School

Project Scope: Alterations to 1-Multi-purpose Building 1, 5-Classroom Buildings 5A, 5B, 6A, 6B & 7 (Relocatable) / Fire Alarm upgrade, 3-Classroom Buildings 2, 3 & 4, 2-Toilet Buildings 3A & 3B

Contracts

Contract #	Name	DSA-102	DSA-6	N.O.C	DSA6 Date Accepted	Explanatory	AGUILAR COMMENTS
		Received Date	Date Signed	Date Completed			
1	Balfour Beatty Construction	6/23/2017					
2	CCD	9/14/2017	Not Required	Not Required	Not Required		

Design Professionals DSA-6 A/E

Design Professional	Name	Date Signed	Date Accepted	Explanatory	
ARCHITECT	Guillermo Aguilar				DSA-6 A/E FORMS TO BE SIGNED AT THE CONCLUSION OF THE CLOSE-OUT PROCESS
ELECTRICAL ENGINEER	Raymond Swartz				
GEOTECH ENGINEER	Kenneth Mansir				
MECHANICAL ENGINEER	Larry Sun				
STRUCTURAL ENGINEER	Young-Keun Nam				

General Inspectors DSA-6

Name	Name	Date Signed	Date Accepted	Explanatory	
Project Inspector	Snedeker, Frederick				

Testing and Special Inspection Verified Reports

Document	Name	Date Signed	Date Accepted	Explanatory	
Geotechnical					DSA-6 GENERAL INSPECTIONS AND VERIFIED TESTING REPORTS/FORMS TO BE SUBMITTED/SIGNED AT THE CONCLUSION OF THE CLOSE-OUT PROCESS
Field Welding					
Shop Welding					
Masonry Construction					
Post-Installed Anchors					

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Additional Items

Item #	Item	Date	
1	Statement of Final Project Cost		
2	Final Fee Reconciliation completed by DSA staff		DSA/SYSD TO AGREE/SIGN FINAL PROJECT COSTS AND FEE RECONCILIATION
3	Re-examination fee invoice - \$500		

Construction That Is Not In Compliance With DSA Approved Construction Documents

Discipline	Description	Date Resolved	
Access Compliance	FTN 3.07 Front entry gates are not compliant. They are more than 4' wide max width since these are gates requires for exiting.		NEW CCD TO BE SUBMITTED TO REPLACE EXISTING APPROVED CCD 012. AOR WAITING FOR REVISIONS TO CONTRACTOR'S SHOP DRAWINGS AND CALCULATIONS
Access Compliance	FTN 3.08 Front Entry gates are not compliant since there is a steel angle above panic hardware that limit access to the panic bar		THIS IS PART OF THE WORK NOTED IN FTN 2.08
Access Compliance	FTN 3.09 Front Entry gates are not compliant due to door pressures and bottom of door clearances not in compliance.		IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
Access Compliance	FTN 3.10 Storm Drain grate needs in area where the Path of Travel can go in any direction need to have 1/2" max space in both direction of grates.		RESOLVED
Access Compliance	FTN 3.14 Distance of the Face of the Entry door into Kitchen from the MPR room to the wall adjacent to the strike side is more than 8". Submit a CCD to correct. DSA WILL REVIEW ISSUE. PROVIDE CCD TO INSTALL AUTOMATIC DOOR OPENER		REVISED CCD #06(R) HAS BEEN SUBMITTED TO DSA. APPROVAL IS PENDING
Access Compliance	FTN 3.15 Tow away signs need to have phone numbers to call		IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
Access Compliance	FTN 3.22 There are fences with gates at the Kinder classrooms not shown on the approved plans that are in the Path of Travel. Submit a CCD to provide compliant gates.		CCD #13 HAS BEEN APPROVED FOR SAFE DISPERSAL AREAS IN LEU OF COMPLIANT GATES. SYSD TO HIRE CONTRACTOR TO DO THE WORK. IOR TO INSPECT AND VERIFY COMPLIANCE
Fire And Life Safety	FTN 3.20 Submit a CCD for the Wireless Phone connection of the Fire Alarm System		SYSD TO RESOLVE WITH IOR. IOR TO VERIFY FOR COMPLIANCE
Fire And Life Safety	FTN 3.21 Provide the documentation cabinet and the required documents for the Fire Alarm system.		SYSD TO INSTALL CABINETS. IOR TO VERIFY FOR COMPLIANCE
Fire And Life Safety	FTN 3.16 Storage Containers located next to buildings need to be relocated.		RESOLVED
Fire And Life Safety	FTN 3.11 Project Inspector to verify CO2 monitors are operational.		IOR TO VERIFY
Fire And Life Safety	FTN 1.02 Fire extinguishers not currently shown in the Classrooms. Submit a CCD to show locations of these cabinets to verify that they are Accessible.		RESOLVED

Fire And Life Safety	FTN 1.12 How is the top of the rated wall Fire caulked if there is a 1/2" gap between the top of the wall and the blocking per detail 3/SS.1.		RESOLVED
Fire And Life Safety	FTN 3.01 Emergency Lighting only required in rooms with a Occupancy of 50 or greater. Architect and Project Inspector to verify emergency lighting is installed in these areas. If emergency lighting are not shown on the approved plans for these areas, submit a CCD		RESOLVED
Fire And Life Safety	FTN 3.03 Knox Boxes or locks are to be installed at gates in the Fire Lane.		SPECS HAVE BEEN SUBMITTED BY AOR, IOR TO INSPECT FOR INSTALLATION BY SYSO
Structural Safety	FTN 3 .04 Countertop supports that were approved are not installed in the Girls Restroom and Front Desk		RESOLVED
Structural Safety	FTN 3.05 Water heaters are installed in a manner that there is a space between the back of the water heater and the wall. Provide a support system that will restrict the movement of the water heater and the wall.		IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
Structural Safety	FTN 3.02 Pendant Lights are not laterally braced. Provide bracing per the approved plans or submit a CCD for the required detail.		RESOLVED
Structural Safety	FTN 1.13 SEOR to submit a CCD for the Building 4 4x crack repair.		RESOLVED
Structural Safety	FTN 2.01 Arch to provide CCD on how to install 20' long wall wash luminaire in the ceiling grid. Do this for both conditions of where they are cutting the main runners and where they are cutting only the cross runners. Provide independent lateral bracing of the light. Need to specify hanger wire requirements also.		IOR TO VERIFY THIS WORK WAS INSTALLED
Structural Safety	FTN 2.02 The flex conduit from the covered walk to the buildings do not seem to have much slack to allow the flex conduit to stretch parallel to the conduit direction. Need to obtain expected deflection of the covered walkway and the building to determine the amount of slack that is required.		RESOLVED
Structural Safety	FTN 3.12 Non compliance issues for the Welding of the Equipment screens shall be corrected		IOR/NINYO&MORE TO VERIFY COMPLIANCE
Structural Safety	FTN 3.13 Kitchen Ovens need to be tethered to restrain Equipment. Submit a CCD to specify this attachment		RESOLVED
Structural Safety	FTN 3.18. At the Library, submit a CCD to specify the installation of the wood ceiling/wall		RESOLVED
Structural Safety	FTN 3.19 Submit a CCD for the attachment of the free standing bookshelves and the shelves adjacent to the walls.		RESOLVED
OTHER: Access Compliance	Classroom Door Pressures are not compliant. THIS WIL BE PART OF WORK NOTED AND DOCUMENTED BY IOR		SYSO TO CONTRACT WITH HVAC CONTRACTOR TO CORRECT OVERPRESSURIZATION ISSUES. IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT

DSA - Documents Required List For Project Certification

SMYTHE ELEMENTARY SCHOOL

Office ID: 119

Project ID: 37-67

Application #: 115906

File #: 37-67

Project Name: Smythe Elementary School

Project Scope: Alterations to 1-Multi-purpose Building 1, 3-Classroom Buildings 5, 6, & 7 / Fire Alarm upgrade, 3-Classroom Buildings 2, 3 & 4, 2-Toilet Buildings 3A & 3B, 4-Classroom Buildings 8A, 8B, 9A & 9B (Relocatable) /Fire Alarm upgrade

Contracts

Contract #	Name	DSA-102	DSA-6	N.O.C	DSA6 Date Accepted	Explanatory	AGUILAR COMMENTS
		Received Date	Date Signed	Date Completed			
1	Balfour Beatty Construction	6/23/2017					
2	CCD	10/12/2017	Not Required	Not Required	Not Required		

Design Professionals DSA-6 A/E

Design Professional	Name	Date Signed	Date Accepted	Explanatory	DSA-6 A/E FORMS TO BE SIGNED AT THE CONCLUSION OF THE CLOSE-OUT PROCESS
ARCHITECT	Guillermo Aguilar				
ELECTRICAL ENGINEER	Raymond Swartz				
MECHANICAL ENGINEER	Kenneth Mansir				
MELHANCIAL ENGINEER	Larry Sun				
STRUCTURAL ENGINEER	Young-Keun Nam				

General Inspectors DSA-6

Type	Name	Date Signed	Date Accepted	Explanatory	
Project Inspector	Snedeker, Frederick				

Testing and Special Inspection Verified Reports

Document	Name	Date Signed	Date Accepted	Explanatory	DSA-6 GENERAL INSPECTIONS AND VERIFIED TESTING REPORTS/FORMS TO BE SUBMITTED/SIGNED AT THE CONCLUSION OF THE CLOSE-OUT PROCESS
Geotechnical					
Field Welding					
Shop Welding					
Masonry Construction					
Post-Installed Anchors					

Additional Items

Item #	Item	Date	
1	Statement of Final Project Cost		DSA/SYSD TO AGREE/SIGN FINAL PROJECT COSTS AND FEE
2	Final Fee Reconciliation completed by DSA staff		RECONCILIATION

Construction That Is Not In Compliance With DSA Approved Construction Documents

Discipline	Description	Date Resolved	
Access Compliance	FTN 2.07 Front entry gate has a key pad and camera located on a column in the planting area. Provide a landing in front of this keypad. Project Inspector to also verify dimension of the highest operable portion of these devices does not exceed 48"		APPROVED IN CCD 1. RESOLVED
Access Compliance	FTN 2.08 Front entry gates are not compliant. They are more than 4' wide		NEW CCD TO BE SUBMITTED TO REPLACE EXISTING APPROVED CCD 012. AOR WAITING FOR REVISIONS TO CONTRACTOR'S SHOP DRAWINGS AND CALCULATIONS
Access Compliance	FTN 2.09 Front Entry gates are not compliant since there is a steel angle above panic hardware that limit access to the panic bar		THIS IS PART OF THE WORK NOTED IN FTN 2.08
Fire And Life Safety	FTN 2.03 Knox Boxes or locks are to be installed at gates in the Fire Lane.		SPECS HAVE BEEN SUBMITTED BY AOR, IOR TO INSPECT FOR INSTALLATION BY SYSD
Fire And Life Safety	FTN 1.02: Architect to provide CCD identifying accessible locations of fire extinguishers required in each classroom	9/25/2019	RESOLVED
Fire And Life Safety	FTN 1.12 How is the top of the rated wall Fire caulked if there is a 1/2" gap between the top of the wall and the blocking per detail 3/S5.1.	9/25/2019	RESOLVED
Fire And Life Safety	FTN 2.01 Emergency lighting only required in rooms with an Occupancy of 50 or greater. Architect and Project Inspector to verify emergency lighting is installed in these areas. If emergency lighting are not shown on the approved plans for these areas, submit a CCD	9/25/2019	RESOLVED
Structural Safety	FTN 2.02 Pendant Lights are not laterally braced	9/25/2019	RESOLVED
Structural Safety	FTN 1.13 SEOR to submit a CCD for the Bldg 1 GLB crack repair.		RESOLVED CCD#01
Structural Safety	FTN 1.03: Detail SM 1.03 Revisions to foundation at Building 3A west wall to be submitted for DSA approval		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA
Structural Safety	FTN 1.04: Detail 1.11 showing lateral support of new non-bearing partitions located at bottom of roof trusses to be submitted for DSA approval		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA
Structural Safety	FTN 1.06: Detail 1.07 revising the ceiling joist support at the kitchen walk-in box to be submitted for DSA approval		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA
Structural Safety	FTN 1.07: Detail 1.07 showing repair of MSB footing to be submitted for DSA approval		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA

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Structural Safety	Detail 1.08 revision to titen screws at no-bearing partition to be submitted for DSA approval		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA
Structural Safety	FTN 1.11 Where we added walls in the existing non bearing wall openings, we need to add bracing per the in both directions similar to 11/S1.2. Similar to comment 1.04		STAMPED DRAWING HAS BEEN SUBMITTED TO DSA
Structural Safety	FTN 2.04 Countertop supports that were approved are not installed in the Girls Restroom	9/25/2019	RESOLVED
Structural Safety	FTN 2.05 Water heaters are installed in a manner that there is a space between the back of the water heater and the wall. Provide a support system that will restrict the movement of the water heater and the wall.		IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
Access Compliance	FTN 3.01 Gate Door Pressures are not compliant. THIS WIL BE PART OF WORK NOTED IN FTN 2.08		IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
OTHER: Access Compliance	Classroom Door Pressures are not compliant. THIS WIL BE PART OF WORK NOTED AND DOCUMENTED BY IOR		SYSD TO CONTRACT WITH HVAC CONTRACTOR TO CORRECT OVERPRESSURIZATION ISSUES. IOR TO INSPECT AND VERIFY ITEM IS COMPLIANT
OTHER: Access Compliance	FTN 3.22 Same as La Mirada: There are fences with gates at the Kinder classrooms not shown on the approved plans that are in the Path of Travel. Submit a CCD to provide compliant gates ARCH IS INVESTIGATING A AREA OF SAFE DISPERSAL TO RESOLVE THIS ISSUE CCD SUBMITTED BUT NOT YET APPROVED		CCD #13 HAS BEEN APPROVED FOR SAFE DISPERSAL AREAS IN LEU OF COMPLIANT GATES. SYSD TO HIRE CONTRACTOR TO DO THE WORK. IOR TO INSPECT AND VERIFY COMPLIANCE
OTHER: Access Compliance	FTN 3.14 Distance of the Face of the Entry door into Kitchen from the MPR room to the wall adjacent to the strike side is more than 8". Submit a CCD to correct. DSA WILL REVIEW ISSUE. PROVIDE CCD TO INSTALL AUTOMATIC DOOR OPENER		REVISED CCD #06(R) HAS BEEN SUBMITTED TO DSA. APPROVAL IS PENDING

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE ENGINEERING OF CALIFORNIA

BACKGROUND INFORMATION:

The District is moving forward to close pending projects at La Mirada and Smythe Schools. In order to proceed with the established timeline and to have all the necessary reports required by the Department of the State Architect (DSA) and other State entities, the District needs experienced companies that will conduct studies and inspections at the school sites.

The District recommends to retain the services of Alliance Engineering of California, Inc. on an "as needed basis" to directly supply DSA Project Inspection Services as described in the Project Specification and the California Administrative Code (CAC). Duties and limits of authority are strictly per Title 24, Part 1.

RECOMMENDATION:

Approve the agreement with Alliance Engineering of California, Inc. to provide DSA Project Inspection Services to close projects at La Mirada and Smythe Schools at a not to exceed cost of \$10,000.00 from the Redevelopment Agency funds.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED
\$10,000.00
(Amount)

Redevelopment Agency funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of August, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance Engineering of California, Inc.
Company/Consultant

(760) 942-8430
Telephone Number

P. O. Box 232147, Encinitas, CA 92023-2147
Address

aec-insp@pacbell.net
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: August 14, 2020

To: June 30, 2021

The Initial 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Alliance Engineering of California, Inc.
Name:	Frederick L. Snedeker
Title:	President
Address:	P. O. Box 232147
City/State/Zip Code:	Encinitas, CA 92023-2147
Telephone:	(760) 942-8430 / Fax (760) 942-7313
Email:	aec-insp@pacbell.net

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Alliance Engineering of California, Inc.

Firm Name

Signature of Authorized Agent

Frederick L. Snedeker, President

Print Name, Title

Date:

(760) 942-8430

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved



P.O. BOX 232147 • ENCINITAS, CA 92023-2147 • E-MAIL: aec-insp@pacbell.net
TEL: 760-942-8430 • FAX: 760-942-7313

July 24, 2020

Attn: Patricia Caro, Business Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Re: DSA Project Inspection Services
Projects: Smythe E.S.: Ap# 04-115906, La Mirada E.S.: Ap# 04-115907
Closeout with Certification

Scope: Alliance Engineering of CA, Inc. will directly supply DSA Project Inspection as described in the Project Specification and the California Administrative Code (CAC). Duties and limits of authority are strictly per Title 24 Part I.

Term: Until certification or extension by amendment.

July 24, 2020

PROPOSAL

Attn: Patricia Caro, Business Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Starting July 1, 2020 through June 30, 2021

DSA inspection services (per fee schedule) 80/hrs. Regular Time \$ 10,500.00

Total Not to Exceed \$ 10,000.00

This includes: All materials and labor required to perform the work. Additionally, it includes all Insurance, taxes and wages.

This excludes: Additional work included, but not shown on the original approved plans and specifications, or additional material tests and special inspections ordered by Architect, Structural Engineer, or Owner. Additionally, it does not include inspection and tests required due to defective work inadvertently, or deliberately, introduced into the Project, or caused by error or omission of the Contractor. Such re-inspections and re-testing will be billed to the Owner, then back charged to the responsible Contractor as the Owner and Architect determine.

See attached General Notes.

\$ 10,500.00

\$ 10,000.00

Insurance: AEC carries \$2,000,000.00 of general aggregate liability including \$1,000,000.00 in auto liability, \$1,000,000.00 in workman's compensation, and \$1,000,000.00 in professional liability.

Alliance Engineering of CA, Inc.

San Ysidro School District



Frederick L. Snedeker, President

Business Services Director

** Signature constitutes acceptance of proposal. Terms and conditions will be finalized in a standard District inspection contract.

[Faint, illegible text]

ALLIANCE ENGINEERING OF CALIFORNIA, INC.

FEE SCHEDULE

for

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173-1685

Fiscal Year: July 01 to June 30

TYPE OF SERVICE: DSA Inspection	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Position/Job Title	07/01/20 to 06/30/21	07/01/21 to 06/30/22	07/01/22 to 06/30/23	07/01/23 to 06/30/24
Certified Class 1 Project Inspector/ Construction Management	\$ 131.20	\$ 135.20	\$ 139.25	\$ 143.42
Certified Class 2 Project Inspector	\$ 125.70	\$ 129.50	\$ 133.40	\$ 137.40
Certified Class 3 Project Inspector	\$ 121.80	\$ 125.45	\$ 129.21	\$ 133.10
Special Inspector	\$ 121.80	\$ 125.45	\$ 129.21	\$ 133.10
Paid Intern	\$ 55.00	\$ 60.00	\$ 65.00	\$ 69.00

6 % Mark-up for reimbursable expenses

Rate Increases: Prevailing wages, benefits, taxes, and OHP.

Other types of services that would generate a cost to the District which are not included in the fees shown above: Any outside service (testing lab, geotechnical services, etc. on request will be billed at our cost plus 6% mark-up.

See General Notes and Conditions for overtime rates and conditions.

GENERAL NOTES

To comply with the requirements of the Department of Industrial Relations (DIR):

Premium Overtime: Rates are based on labor conditions. The company works on a standard overhead and profit margin. As a result: An overtime rate of 1.4 times the regular rate will apply for all work over 8 hours per day and for the first 12 hours of work on Saturdays. The premium rate of 1.8 times the regular rate will apply to all work on Sundays and holidays or in excess of 12 hours on any day. Work performed outside the hours of 7:00 a.m. to 3:30 p.m. may be subject to an overtime rate of 1.4 times the regular rate. Overtime rates for third party consultants and laboratory services may vary.

Inspection shift differential may apply on work performed outside of 6:00 a.m. to 5:00 p.m. Monday through Friday.

All hours worked or paid shall be computed in one-half hour increments.

Recognized holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Minimum: All rates are based upon a 4-hour minimum charge for assignments for which a report is issued. A minimum charge of 8 hours will apply for all assignments of 4 to 8 hours when another assignment is unavailable. A 2-hour charge for show up will be made for late cancellations to the work or when inspectors reports for work but for whom no work is provided.

Transportation costs will be billed at the rate of \$0.60 per mile for activity within the client's multiple site assignments to cover vehicle costs where travel is required during the same workday. Cell phone charges specific to the project will be reimbursed at a rate of \$0.35 per minute.

A per diem rate of \$145.00 per person or suitable room and board, per day will be charged whenever our personnel are required to stay overnight, beyond a 50-mile radius of site location.

Inspector's site facilities to be provided by the Client, through the contractors, as specified in the contract documents including, but not limited to: Desk, Telephone, Fax/Copier/Scanner machine and printing cartridges, Plan Table, File cabinet (lockable), and Temporary Utilities (power, 2 phone lines, internet connection).

The inspector will be provided all consumable materials including office supplies. The inspector will be required to have the "Tools of the Trade". This would include, but not be limited to, a digital camera, computer and necessary software, and cell phone.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE 2020-2021 SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI)

BACKGROUND INFORMATION:

The San Ysidro School District is entering into a contract for fiscal year 2020-21 with the San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE). QPI aligns with the California Quality Rating and Improvement System (QRIS) and is primarily funded by First 5 San Diego with priority participation focused on high-needs preschool settings.

The San Diego Quality Preschool Initiative is a measureable, large-scale, quality improvement system that provides customized support to professionals working with children from birth to age 5, who are interested in creating optimal learning experiences for children. It includes a systemic approach to assessing, improving, and communicating the level of quality in early care and education programs. The Quality Preschool Initiative engages a variety of program types in its Quality Rating and Improvement System (QRIS), including preschools. All sites receive a Quality Tier Rating from 1 to 5, with tiers 4 and 5 considered as High Quality. Education providers are eligible to receive related technical assistance for quality improvement, and some participants may also be eligible to receive coaching, professional development, and/or quality incentives.

Upon receipt of this contract, SDCOE's San Diego Quality Preschool Initiative (SDQPI) Program will process the District's contract in the amount of \$68,542.87. The funds will be used to enhance 11 State Preschool & 3 Head Start classes at three district sites during 2020-21 school year. The term of this agreement is July 2, 2020 to June 30, 2023.

RECOMMENDATION:

Approve/Ratify the 3-year agreement with the the San Diego County Superintendent of Schools for the Quality Preschool Initiative (SDQPI) Program from July 2, 2020 to June 30, 2023.

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 #

REVENUE
\$68,542.87
(Amount)

Preschool & Child Development (SDQPI)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CONFIDENTIAL

[The main body of the document contains several paragraphs of text that are extremely faint and illegible due to the quality of the scan. The text appears to be a formal report or document with multiple sections.]

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services
SDCOE Agreement No. _____**

This Agreement, for the provision of services is entered into this 2nd day of July 2020, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "Provider") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Subject to receipt of the fully executed contract and annual funding from Quality Counts California and the First 5 Commission of San Diego, by the SDCOE, SDCOE and Provider agree to perform services as listed below.

I. THE PROVIDER AGREES TO:

- A. Comply with the Provider Scope of Work as described in **Exhibit "A"**.
- B. Agree to provide program, site, session, staff, and child as described in **Exhibit "B"**.
- C. Receive program quality site rating and/or quality rating monitoring activities, as applicable, per the *Quality Counts California (QCC) Implementation Guide*. A copy of this document and the Implementation Guide are attached as **Exhibit "C"**.
- D. Comply with the Data Management System Use as described in **Exhibit "D"**.
- E. Prior to beginning services and with the execution of this agreement, provide SDCOE with copies of Providers' current child care license(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:

- A. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work (**Exhibit "A"**).
- B. Gather the necessary data and implement the necessary activities to issue QRIS site rating(s) or monitor site rating(s) between rating periods, as applicable (**Exhibit "C"**).

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 2, 2020, and ending June 30, 2023, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Provider shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Provider received from SDCOE or produced for SDCOE for the purposes of this Agreement.
for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Provider. During said 60-day period, Provider shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Provider in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to

Provider. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation. A contract amendment will be issued with compensation amounts and fiscal requirements, based on county-wide participation and available funding.

5. Confidential Relationship.

SDCOE may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Provider acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the SDCOE may submit to Provider information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Provider upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Provider's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Provider will remain the exclusive property of the Provider.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Provider. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Provider at the conclusion of this Agreement and will, in fact, be removed from the Provider's records.

The Provider will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Provider uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Provider will notify the SDCOE within 24 hours of the Provider discovering an unauthorized access or disclosure of SDCOE data.

The Provider and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Provider is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.

Provider represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to SDCOE that Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Provider to practice its profession.

14. Provider's Insurance.

The Provider shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The Provider shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Provider shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Provider shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

Provider shall certify in writing that Provider’s employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

Provider shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the “Pupil Safety Provisions” below certifying the level of contact that Provider is expected to have with SDCOE’S pupils.

 X The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Provider. No work may take place until the requirements of Education Code section 45125.1 have been met.

 The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Provider has contact with pupils.

 The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Lucia Garay, Executive Director

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

Provider agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Provider, that arise out of, pertain to, or relate to Provider’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Provider agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Provider’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Provider’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at Provider’s expense, subject to Provider’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Lucia Garay, Executive Director
 6401 Linda Vista Rd
 San Diego, CA 92111
 858-292-3801
 lgaray@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Provider: Lorena Varela-Reed
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476 x 3583
lorena.varela-reed@syzsdschools.org

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Provider.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.

The Provider shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, 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. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. Final Approval.

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.

Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual

time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

27. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

SAN YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Gina A. Potter, Ed.D.
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Superintendent
Title

Date

August 13, 2020
Date

**San Diego County Superintendent of Schools
 Agreement with San Ysidro School District
 for SDQPI Provider Services
 Exhibit "A": Scope of Work**

A. SCOPE OF WORK

SDQPI leverages funding from First 5 San Diego and the Quality Counts California (QCC) Local Consortia and Partnership Grants which includes funding from California Department of Education, specific to CSPP-funded sites, First 5 California IMPACT and CDE-managed federal Preschool Development Grant. The focus of SDQPI is to connect and enhance ELC systems and supports as San Diego Quality Preschool Initiative (SDQPI), to ensure our county's youngest children are safe, healthy, and ready to succeed in school and in life. Our goal is to increase families' access to services and support that enable children to thrive. The San Diego QCC Consortium's efforts to enhance systems align with First 5 San Diego's Strategic Plan for 2015-2020 and use QCC as the unifying umbrella to support more efficient and targeted use of federal, state and local investments to improve quality in early learning and care settings. The San Diego QCC Consortium's guiding vision is that: [1] all children ages 0 through 5, and their families, have access to environments that provide healthy and enriched learning opportunities; [2] strengthen the responsiveness of adult-child interactions in ELC settings; and [3] efficiently connect child, family and program supports. Our local mixed delivery system increases access to quality ELC settings for those most in need and strengthens the facilitation of integrated systems of support.

Quality Counts California is the State's Quality Rating and Improvement System (QRIS). The focus of the SDQPI work is on Improvement and on Rating. All quality improvement activities are aligned to the QCC Continuous Improvement Professional Development Pathways (QCC CI PD Pathways (<https://drive.google.com/drive/folders/1dGYJIE-mezaXyGpmasqNrHRm1gGPjYLY>)). Quality Ratings are conducted in accordance to California Department of Education's Quality Counts California Implementation Guide (**EXHIBIT "C"**). The QCC San Diego Consortium has added a section to this document, defining specific elements left for local consortia in each county to determine. SDCOE will implement a SDQPI participation, engagement, rating and maintenance process in collaboration with agency and site administrators through the following activities:

QUALITY IMPROVEMENT	
1	Implementation of a Multiple Tiered Systems of Supports approach for each participating site. The focus is on improving quality practices at the site and the process of developing a collaborative site assessment to determine baselines on current practices and the creation of a Site Quality Improvement Plan (QIP) with measurable goals This process will involve the use of a Walk-Through tool completed collaboratively between the site leader and the SDQPI coach and may also include prior quality rating data for sites, when available. The focus is provided in alignment with the 3 QCC CORE Areas of the QCC CI PD Pathways for every site, regardless of funding or setting type: Program and Environment (site leader practices and support systems for staff, children and families), Effective Adult-Child Interactions (teacher and session staff practices), and Child Development/School Readiness. All quality-building practices include components applicable to site leader and teacher practices, and to children's learning.

2	<p>Provider (Site Leader) and SDCOE coaching staff will review the Provider's practices at the site, as aligned to the QCC CI PD Pathways, during the process of determining baselines, and for the development of the site QIP and quality improvement activities implementation plan. The review may include any/all of the following:</p> <ul style="list-style-type: none"> • Child Observation and Assessment (Implementing student observation/assessment tools, alignment of the tool to the California Department of Education tools and recommended for practices in early learning and care settings practices and use of the results to plan learning experiences) • Daily schedules and lesson plans for alignment to children's developmental and learning needs and documentation of learning activities individualized to each child's needs (School Readiness; Social-Emotional Development; Health, Nutrition and Physical Activity). • Review and use of information from Physician's Report (CCL form LIC701), including hearing and vision screening information. Implementing the use of developmental screening through the use of the Ages and Stages Questionnaire (ASQ), and/or other developmental screening tools; and use of developmental screening results to conduct referrals and develop interventions; • Provider protocols for communicating with SDCOE and SDQPI coaching staff as related to Community Care Licensing (CCL) visits or findings; • Effective Teacher-Child interactions and systems in place to support teachers/site staff in age-relevant (Infant-toddler/preschool) professional development • Staff qualifications and ratios • Indoor and outdoor environment • Program Administration practices • Family Engagement • Existing Resources <p>Review of other practices and data may be included at the request of the site leader and in collaboration with the SDQPI coach.</p>
3	<p>SDQPI will provide coaching to the site leader and make available Professional Development (PD) trainings to all staff, in alignment with the site assessment of needs and Quality Improvement Plan (QIP). The focus and depth/breadth of the coaching and PD to be provided to Head Start funded sites and to sites with a valid site Tier Rating of 4 or 5 and funded by CSPP, will be limited to 6 hours of pre-arranged professional development, provided at no charge and a maximum of two site coaching visits once the QIP has been established. For all other provider sites, Professional Development sessions, Communities of Practice (CoP) and a variety of other professional development opportunities will be made available across the county and scheduled outside their work hours. Site-based quality improvement supports will be mutually developed between the site leader and the SDQPI coach with an emphasis on sustainable practices that involve the site leader in all teacher and session-level professional development and quality improvement supports. The process will focus on a Gradual Release of Responsibility (GRR) model through a process of "I Do" (modelling), "We Do", and "You Do" (with feedback from the coach). This "gradual release of responsibility" model will provide support to scale out best practices from the site leader to the site staff.</p>
QUALITY RATING & DATA COLLECTION	
1	<p>For sites to be rated during the program year, SDCOE will conduct on-site and web-based reviews to gather data and evidence for all quality elements in the QCC Quality Rating Matrix, which may be found in the QCC Implementation Guide (EXHIBIT "C"), and ensure the external review(s) are conducted by a team of calibrated and reliable assessors, per the QCC Rating Implementation Guide. The Provider shall make the site and session(s) available to the external reviewers and follow external review protocols, as communicated by SDCOE staff and/or external review team.</p>

	Sites with existing valid ratings at Tiers 1, 2 or 3 will be re-rated every three years. Sites with existing valid Tier Ratings of 4 or 5 will be re-rated every 5 years. Rated sites will be monitored by SDCOE staff in-between rating periods to determine if the site has had changes that 'trigger' a re-rating before the three or five-year periods are due as per the QCC Implementation Guide (EXHIBIT "C").
2	SDQPI staff will provide support to every site in the use of the California Workforce Registry by each workforce member at the site. Provider is responsible for completing their online profile, for accuracy in staff aligning their personal profile to their work place, for completeness of their online profile, and for maintaining it throughout the year.
3	SDQPI will provide training and technical assistance to providers on how to access and use web-based QRIS resources and the web-based data submission system, for data required by the state and local funding streams as detailed in the SDQPI Data Reporting Timeline (EXHIBIT "B"). Data submission is a requirement for continued participation.

B. TIMELINES AND DELIVERABLES:

Implementation/ Action Plan

ACTION	TIMELINE	ENTITY RESPONSIBLE
A. Quality Participation, Engagement and Improvement		
Receive SDQPI orientation (as needed).	Pre- entry or within 30 days of entry	SDQPI coach with Providers/Site Leader
Establish a registration process to collect specific child information as identified in the sample SDQPI registration form (EXHIBIT "A" - ATTACHMENT "1") to allow SDCOE to match SDQPI children as they transition into Kindergarten and to determine language of the child and language of the home.	Pre- entry or within 30 days of entry and ongoing as students enroll	Provider Site Leader
Provide resources: ASQ kits, ERS books, and CLASS manuals (as applicable for new programs).	Upon execution of contract	SDQPI staff
Completion of site assessment and determination of baseline practices and assessment of the site and site staff's ability to engage (depth and breadth) within the expected QIP implementation period.	Start within 2 weeks of contract execution	SDQPI coach with Providers/Site Leader
Provide regional professional development opportunities. Applicable to CSPP and Head Start funded sites: (a) pre-approval for non SDQPI-provided professional development hours must be submitted prior to the professional development activity. If approved, the professional development session will be included in the Workforce Registry. (b) The site/agency must also submit a sign-in	Ongoing (a) Ongoing and no more than 2 weeks prior to offering agency-based/agency paid professional development (b) within 5 work-days of the professional development activity	SDQPI Provider site leader submits the professional development approval form for to the site's SDQPI coach and if approved, the attendance sign-in sheet

ACTION	TIMELINE	ENTITY RESPONSIBLE
sheet to their SDQPI coach with each staff member's Workforce Registry (WFR) ID #'s for SDCOE support staff to log the attendance on the WFR.		
Create CA Workforce Registry accounts, with registry identification number (https://caregistry.org/)	60 days after entry	Provider Site Leader supports site staff
Develop Site Quality Improvement Plan (QIP) using existing data (i.e. external reviews, past or informal tier ratings, drdp2015, etc.) and/or data from the initial site assessment. Goals must be measurable and evidence-based. The QIP must be accompanied by a parallel Professional Development Plan for site staff and coaching frequency and dosage for the site leader. The QIP is valid for 12 months from date of completion.	NEW SITES: Within 6-10 months of entering SDQPI or earlier, upon completion of site pre-assessment SITES with TIER 3, 4, & 5 Ratings: Within 6 months of entering SDQPI or earlier, upon completion of site pre-assessment	SDQPI coaches with Provider Site Leader
Implement and document actions/improvements toward QIP.	Ongoing	Provider
Establish site leader coaching model. Frequency, duration, and schedule to support QIP, based on site needs and mutual agreement. a. For sites not yet quality tier rated or quality tier rated at Tier 3 or below, provider site leader will be available for regular coaching sessions; b. For non-CSPP Tier 4 and 5 or Head Start sites, provider administrator will be available for a minimum of 2 and a maximum of 4 times per year. c. For CSPP Tier 4 and 5 or Head Start sites, provider administrator will be available 2 times per year between the time the QIP is finalized and the annual QIP revision, 12 months from date of completion.	During QIP finalization meeting and ongoing	SDCOE coaches with Provider agency administration SDCOE coach documents QIP based coaching visits and/or monitoring meetings, and uses Tier Maintenance Verification Excel for tier monitoring (as applicable)
Develop/establish a system to refer children/families to community-based resources as necessary based on developmental screening results and how to track referrals for children who demonstrated areas of concern.	Within 60 days after entry	Provider Site Leader with support from SDQPI
By email, inform the assigned SDQPI coach within 48 hours of any licensing violation received from a Community Care Licensing (CCL) site visit/review.	Ongoing	Provider

ACTION	TIMELINE	ENTITY RESPONSIBLE
Incentives (materials for the site) may be provided to sites not yet rated, or rated at a Tier 3 or below (if funding is available).	Spring	SDCOE
<p>Complete pre-requirements for annual stipend funded by First 5 San Diego's Learn Well Initiative (EXHIBIT "A" - ATTACHMENT 2)</p> <p>Complete affidavit for each staff directly providing services 75% or more of the school/program days since July 1st</p>	<p>December 15th</p> <p>May 1st</p>	<p>Site leader, teachers, assistants, data entry</p> <p>Site leaders</p>
QCC Training Stipends, for site leaders and teachers, may be provided if funding is available	TBA	SDCOE Provider staff to submit application and meet all requirements
B. Quality Rating and Maintenance - Data		
<p>As applicable for all provider sites: (a) create agency, site, and session setup and data management system and, (b) maintain and complete all data entry and collection requirements for aggregate data to be submitted as per SDQPI Data Reporting Timeline (EXHIBIT "B") (c) complete verification of staff assignment/attendance form for stipend eligibility</p> <p>As applicable for RATING and Rating Maintenance between Rating Cycles: maintain and complete all data entry and collection requirements to receive single site tier rating QCC Implementation Guide (EXHIBIT "C").</p>	<p>(a) Within 2 weeks of entry and no later than March 30</p> <p>(b) Ongoing as per timelines in SDQPI Data Reporting Timeline (EXHIBIT "B")</p> <p>(c) Within 2 weeks of request from SDCOE</p> <p>Timelines on SDQPI Data Reporting Timeline (EXHIBIT "B")</p>	<p>Provider site leader and designated site data entry staff with support from SDCOE team and SDQPI coaches</p> <p>SDCOE staff collects information/evidence for the Tier Rating and Tier Monitoring, as applicable electronically and during site visits</p>
Collect child consent forms, model release forms and informed consent forms from parents of children in participating sessions. Enter data in the web-based system and retain releases for 7 years. Information Consent Packet EXHIBIT "B" - ATTACHMENT 1)	Within 2 weeks of entry, and at time of enrollment for any newly enrolled students thereafter.	Provider
Receive external reviews (ERS and CLASS), as applicable for sites going through rating. Classrooms selected for assessment are chosen as described in the QCC Implementation Guide.	Scheduled between September and May.	SDCOE

ACTION	TIMELINE	ENTITY RESPONSIBLE
<p>Complete SDQPI formative assessment surveys and participate in stakeholder groups designed to evaluate the effectiveness of SDQPI. (parent surveys, staff surveys, leader surveys and stakeholder groups)</p>	<p>TBD</p>	<p>SDCOE/ SDQPI coaches will provide electronic links to Provider site leaders</p>

C. SITE PARTICIPATION, ENGAGEMENT, RATING and MAINTENANCE CYCLES:

Per QCC Implementation Guide- 'Frequency of Site Rating', a site's rating of 1-3, will be valid for three or five years, for sites rated 4 or 5, from the time the overall site rating is assigned. SDCOE will monitor participating site between ratings, to assure they are continuing to meet the criteria for their level of rating.

SITE NAME*	RATING STATUS (Participation Only, Tier Rating in process, Tier Rating and date, Not in-Good-Standing & unable to rate)	RATING DATE
Ocean View Hills Preschool	Tier 5	June 2019
Smythe/CDC Preschool	Tier 5	June 2019
Sunset Preschool	Tier 5	June 2019

*Site Names and ratings to be verified upon receipt of the contract and copies of the site License for reach site.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit "A": Scope of Work
Attachment 1: Sample Enrollment Form**



San Diego Quality Preschool Initiative
Enrollment Form *Forma de Inscripción*
 (To be completed by the parent or guardian)
 (El padre o tutor debe completar la forma)

PLEASE COMPLETE ALL INFORMATION REQUESTED (*required for SDQPI)

FAVOR DE COMPLETAR TODA LA INFORMACION QUE SE SOLICITA (*información obligatoria para SDQPI)

I. CHILD IDENTIFICATION* (*required) IDENTIFICACIÓN DEL NIÑO/A* (*información obligatoria)		
Child's LEGAL Name (from birth certificate) Nombre LEGAL del Niño/a (de acuerdo al Acta de nacimiento):		
*Last Name Apellido: _____		
*First Name Primer Nombre: _____		*Middle Name Segundo Nombre: _____
Child's Other Name Otro Nombre del Niño/a: _____		Reason for Use Razón para usarlo: _____
*Child's Date of Birth Fecha de Nacimiento: _____		Male Masculino <input type="checkbox"/> Female Femenino <input type="checkbox"/>
Premature Prematuro: Yes Si <input type="checkbox"/> No No <input type="checkbox"/> # of weeks # de semanas: _____		
*Child's Place of Birth (from birth certificate) Lugar de Nacimiento del Niño/a (de acuerdo al Acta de nacimiento):		
*City Ciudad: _____	*State Estado: _____	*Country País: _____
Mother's Name (from birth certificate) Nombre de la Madre (de acuerdo al Acta de nacimiento)		
Last Name Apellido: _____		Other Names Used Otro Nombres: _____
First Name Primer Nombre: _____		Middle Name Segundo Nombre: _____
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____		State Estado: _____ Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____		Cell Phone Teléfono Celular: _____ Email Correo electrónico: _____
Father's Name (from birth certificate) Nombre del Padre (de acuerdo al Acta de nacimiento)		
Last Name Apellido: _____		Other Names Used Otro Nombres: _____
First Name Primer Nombre: _____		Middle Name Segundo Nombre: _____
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____		State Estado: _____ Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____		Cell Phone Teléfono Celular: _____ Email Correo electrónico: _____
Guardian's Name (from legal documentation) Nombre del Tutor (de acuerdo a la documentación legal)		
Last Name Apellido: _____		Middle Name Segundo Nombre: _____
First Name Primer Nombre: _____		Middle Name Segundo Nombre: _____
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____		State Estado: _____ Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____		Cell Phone Teléfono Celular: _____ Email Correo electrónico: _____
II. Home Language Survey* (*required) ENCUESTA DE IDIOMA EN CASA* (*información obligatoria)		
*What language do you use most frequently to speak to your son/daughter? ¿Qué idioma utiliza más frecuente para comunicarse con su hijo/a?		
*Name the language most often spoken by the adults at home: Indique el idioma que más frecuentemente hablan los adultos en casa:		
*In what language do you prefer to receive program communications: ¿En qué idioma prefiere recibir información/comunicación del programa?		
English Inglés <input type="checkbox"/> Spanish Español <input type="checkbox"/> Other Otro <input type="checkbox"/>		
III. SERVICES AND PROGRAMS* (*required) SERVICIOS Y PROGRAMAS* (*información obligatoria)		
Yes Si <input type="checkbox"/> No No <input type="checkbox"/> * Does your child have an IFSP or IEP? ¿Tiene su hijo un IFSP o IEP (Plan Individual de Servicios para la Familia)?		
If yes, from where? Si si, ¿de dónde?		

IV. ETHNICITY (*required) *Etnicidad (*información obligatoria)*

Mark the ethnicity with which your child most closely identifies. *Favor de marcar que etnicidad identifica más a su niño.*

*Please check one: *Favor de marcar una:*

- Hispanic/Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) *Hispano/Latino (persona de origen Cubano, Mexicano, Puertorriqueño, Sudamericano, Centroamericano u otra cultura Española, sin importar de que raza)*
- Not Hispanic or Latino *No, Hispano ni Latino*

MUST ANSWER BOTH QUESTIONS
NECESITA CONTESTAR AMBAS PREGUNTA

RACE RAZA

*What is your child's race? (Please check up to five racial categories). *The above question is about ethnicity, not race. No matter what you selected above, please continue to answer the following by marking one or more boxes to indicate what you consider your race to be.*
¿Qué raza es su niño/a? (Favor de marcar si es necesario hasta cinco categorías). La pregunta anterior es acerca de etnicidad, no raza. No importa lo que seleccionó en la pregunta anterior, por favor continúe contestando lo siguiente, marcando una o más de las opciones para indicar la raza que considera ser.

- American Indian or Alaskan Native** *Indígena Americano o nativo de Alaska (100)*
(Persons having origins in any of the original people of North, Central and South American, including Mexico) *(Personas cuyo origen nativo de Norte América, Centroamérica o Sudamérica incluyendo México)*
- Asian - Asiáticos**
(Persons having origins in any of the native peoples of the Far East, Southeast Asia, or the Indian Continent)
(Personas de origen nativo de Oriente, del Sureste de Asia o del Continente Indio)
- Chinese** *Chino (201)*
- Japanese** *Japonés (202)*
- Korean** *Coreano (203)*
- (Persons having origins in any of the original peoples)
- Vietnamese** *Vietnamita (204)*
- Asian Indian** *Indio de Asia (205)*
- Laotian** *Laos (206)*
- Cambodian** *Camboyano (207)*
- Hmong** *(208)*
- Other Asian** *Otros Asiáticos (299)*

- Native Hawaiian or Pacific Islander** *Nativo Hawaiano o de las Islas del Pacífico*
- Hawaiian** *Hawaiano (301)*
- Guamanian** *Guam (302)*
- Samoan** *Samoano (303)*
- Tahitian** *Tahitiano (304)*
- Other Pacific Islander**
Otros grupos de las Islas del Pacífico (399)
- Filipino** *400*
- African American or Black** *Negro o Afro-Americano (600)*
(Persons having origins in any of the Black racial groups of Africa)
(Personas cuyo origen es de los grupos raciales negros de África)
- White** *Blanco (700)*
(Persons having origins in the original peoples of Europe, North America, or the Middle East, including Mexico)
(personas de origen nativo de Europa, Norte América o del Medio Oriente incluyendo México)
- Definitions from:
www.cde.ca.gov/ds/td/lo/refaq.asp
Definiciones de la siguiente página:

I/We have reviewed this document and to the best of my/our knowledge, the information contained herein is true and complete. The undersigned declares under penalty of perjury that they are the parents or legal guardians of the above-named student and grant the above authorizations.

Yo/Nosotros revisé/revisamos este documento de tres páginas y bajo conocimiento, confirmo que la información que contiene es verdadera y precisa. Declaro bajo pena de perjurio que soy el padre/tutor del niño mencionado y concedo la autorización citada en la parte superior.

Signature of Parent/Guardian (*required) _____ Date _____
*Firma del Padre/Tutor (*campo requerido) fecha*

Signature of Parent/Guardian (*required) _____ Date _____
*Firma del Padre/Tutor (*campo requerido) fecha*

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit “A”: Scope of Work
Attachment 2: Learn Well Stipend**

LEARN WELL STIPEND

SITE LEADER

TEACHER

ASSISTANT

Stipend Intent

- Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of additional time made to improve quality are compensated. The stipends incentivize and support providers to also engage in quality rating of their site.

Eligibility Criteria

- Employed at a site with an active Site-level Quality Improvement Plan (QIP)
- Individual account set up on the CA Early Care & Education Workforce Registry (ECE WFR) and a personal ID number is assigned to the workforce member
- Individual workforce member uploads and enters their education, permits and/or credentials in the ECE WFR and maintains them updated
- Actively participating in ongoing professional development as reflected in the attendance records maintained for each workforce member in the ECE WFR
- The IRS W9 & SDCOE Supplier Request forms are submitted by December 15th of the current school year. Forms must be complete and include personal social security number
- Workforce members must work in a role providing direct support to children and parents at an early learning and care site (dependent on role) for a minimum of 75% of the program calendar

Stipend Calculations

- A flat rate base amount will be available to all eligible staff working at a Learn Well site
- Eligible staff at a Learn Well site that has a current rating of Tier 1-3 or is rated during the current program year and the rating results in a Tier 1-3, will receive the flat rate base amount plus an additional 75% of the flat base rate
- Eligible staff at a Learn Well site that has a current rating of Tier 4-5 or is rated during the current program year and the rating results in a Tier 4-5, will receive the amount of those rated at a Tier 1-3 and an additional 20% of the Tier 1-3 rate
- All eligible staff at a site will receive the same stipend amount regardless of role
- The estimated stipend amount will be calculated each year by dividing available stipend funding by the number of estimated eligible stipend recipients working at Learn Well sites as of October 15.



Personal Tracking for Stipend Eligibility (not to be turned in)

My site has a current site level QIP.	
My Workforce Registry ID Number is:	
My most recent education/permit/credentials are in the WFR. Everything uploaded is current and not expired.	
I have participated in SDQPI PD during this program year and confirmed my attendance was uploaded into the WFR.	
I submitted my W9 and Supplier Request form on: (by Dec. 15)	
I ensured that my W9 and Supplier Request Form were legible and had all required information.	
My session/site calendar began on:	
I began working at my session/site on:	

- ❖ An additional data entry/management stipend will be made available to staff entering and submitting site data to SDCOE.
- ❖ The data stipend amount will be calculated with the provider stipends, based on the available funding amount and calculated number of stipend recipients.

ESTIMATED STIPEND AMOUNTS WILL BE MADE PUBLIC BY OCTOBER 31st.

LEARNWELL STIPEND

DATA ENTRY DESIGNEE STIPEND



Stipend Intent

- Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of additional time made to improve quality are compensated.
- To qualify for the data entry stipend, the site's data entry designee, working under the guidance and supervision of the agency leader/administrator, if applicable, must ensure that all Learn Well data requirements are completed accurately, in full, and as per the due dates listed on the 2020-21 SDQPI Data Reporting Timeline document

Criteria

- Data stipends are earned when all data for all four quarters has been received and approved quarterly. One stipend check will be issued in June, covering the total amount earned for the entire program year.
- If an agency has more than one site, a single person may be assigned to enter data for various sites. Only one data entry stipend is available per person. The data entry stipend may be earned in addition to an SDQPI stipend as a workforce member working at the site in the roles of site leader/supervisor, teacher or assistant.
- Each data entry designee must complete an annual W-9 and SDCOE Supplier Request Form and follow instructions posted in QRIS data system Resources. Forms are due no later than December 15

Stipend Calculations

- The data entry stipend amount will be set by October 31st, based on the number of sites and designated data entry staff across SDQPI.
- Final eligibility and stipend amounts will be determined by SDCOE.

Additional Information

- **W9 & Supplier Request Form:** Workforce members should mail* or personally deliver these forms to;
Attn: Tamara Faranso
San Diego County Office of Education
6401 Linda Vista Road, Room 315
San Diego, CA 92111
*It is highly recommended to obtain proof of mail (e.g., certified mail)

Personal Tracking for Stipend Eligibility (not to be turned in)

Data Entry designee name has been emailed to Juan Carlos Torres (jtorres@sdcoe.net) by September 30	
Quarter 1 (July 1 – September 30): I completed data entry to ensure all data fields listed as required in the SDQPI contract (EXHIBIT “B”) are complete and accurate in QRIS data system.	
Quarter 2 (October 1 – December 31): I completed data entry to ensure all data points listed above under Quarter 1 are maintained up-to-date, complete, and accurate in QRIS data system.	
Quarter 3 (January 1 – March 31): I completed data entry to ensure all data points listed above under Quarters 1 and 2 are maintained up-to-date, complete, and accurate in QRIS data system.	
Quarter 4 (April 1 – June 30): I completed data entry to ensure all data points listed above under Quarters 1, 2, and 3 are maintained as up-to-date, complete, and accurate in QRIS data system.	
I ensured that my W9 and Supplier Request Form were legible and had all required information	
I submitted my W9 and Supplier Request form on...(By Dec.15)	

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

Exhibit “B”: SDQPI Data Reporting Timelines

SDQPI Data Reporting Timeline

Use of the QRIS data system is required to set up each Site with information about each session, staff assignments and to submit all child aggregate data. If an agency has an existing Student Information System (SIS), child data from that system may be uploaded and/or aggregated at the site level. Use of the QRIS data system for entry of child level data is encouraged but not required.

#	Component	SDQPI Due Dates	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Instructions: All data is collected at the site level, associated to the site license
1	Staff names, assigned roles and classroom assignments	Within two weeks of Contract Execution date. Updates within 2 weeks as changes occur	X	X	X	X	Create and/or update to ensure contact information is accurate. Enter/update the current year's "First work day of school year". If the staff leaves the agency during the year, enter the "Last work day of school year" in the staff profile. Update all data throughout the year within two weeks of any staff change.
2	User Account Setup and Termination	Within two weeks of Contract Execution date. Updates within 2 business days	X	X	X	X	Create QRIS data system user accounts for all staff who will be accessing or entering data into the QRIS data system. Disable user accounts immediately after staff is no longer employed by your agency. Other changes may be updated within 2 business days.
3	Site & Session Setup	Within two weeks of Contract Execution date.	X	X	X	X	Ensure all required data fields on the site, and session landing pages in the QRIS data system are complete and accurate. Update changes to staff assignments in the QRIS data system within 2 business days of implementation.
4	Student Demographics	Fri, Sept 18, 2020 or 2 weeks after Contract Execution date, whichever comes last. Updates, Adds, and Drops to be updated at least every 2 weeks if not using an agency SIS	X	X	X	X	Ensure all required data fields on the child landing page in the QRIS data system (or the agency's Student Information System) are complete and accurate for 100% of the children at program year set up. Ensure that these fields remain up-to-date throughout the year. Every child served at an SDQPI site must be reported, regardless of funding source. Updates (new enrollments, drop dates, etc.) for both new and children continuing for the prior year, must be entered or imported no later than every 2 weeks.
5	Parent Consent Form, First 5 Notice of Privacy Practices, and Model Release Form	Within 2 weeks of enrollment	X	X	X	X	Collect signed forms from parents upon enrollment. Enter results of Informed Consent Form into the QRIS data system within 2 weeks. Keep forms on file at site for 7 years beyond the last day of SDQPI.

#	Component	SDQPI Due Dates	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Instructions: All data collected at the site level, associated to the site license
6	Ages and Stages Questionnaire (ASQ-3)	Enter within 30 days of date scored, for each child. Updates within 30 days as changes occur	X	X	X	X	Ensure aggregate counts of ASQ-3s that are completed and scored are updated monthly in the QRIS data system. Additionally, aggregate counts of scores indicating a 'concern' are also to be updated monthly in QRIS data system
7	Ages and Stages Questionnaire: Social Emotional (ASQ:SE- 2)	Enter within 30 days of date scored, for each child. Updates within 30 days as changes occur	X	X	X	X	Ensure aggregate counts of ASQ-SE2 that are completed and scored are updated monthly in the QRIS data system. Additionally, aggregate counts of scores indicating a 'concern' are also to be updated monthly in QRIS data system
8	Referrals	Enter within 30 days of date scored, for each child. Updates within 30 days as changes occur	X	X	X	X	Referrals made due to concerns based on scored form either ASQ tool - aggregate data counts are entered into the QRIS data system as they occur throughout the program year (July 1, 2020 – June 30, 2021), as long as the child demonstrates a need.
9	Workforce Registry Updates	Ongoing	X	X	X	X	Workforce Registry (WFR) workforce accounts must be created and updated as changes occur. Workforce registry agency information, staff demographics, academic and permit qualifications, must be kept up-to-date throughout the year. Data points collected in the Workforce registry will utilized SDQPI stipends and QRIS ratings calculations. *Registration for all professional development activities will require each staff member's WFR number. All SDQPI PD activities and events will be pre-approved by SDCOE staff. SDQPI provided and other approved PD events will be uploaded in to the WFR for registration. Upon completion of each training, SDQPI staff will log attendance in the system and will appear in each staff's profile.
10	SDQPI Surveys	Ongoing	X	X	X	X	Providers will need to respond to and distribute surveys and respond/participate in stakeholder groups focused on studying SDQPI which may include: family access to community services, families connected to systems of care, parent confidence in their knowledge of age appropriate child development, parent's capacity to support child's development, social emotional or behavioral well-being, parent's increase of frequency of talking, reading and singing to their children, and parent's capacity to advocate for their child's needs.
11	General Quality Check	Ongoing	X	X	X	X	Carefully review all data for quality and resolve errors or incomplete data.

REQUIRED DATA FIELDS

Site Fields
Site Name
Address
City
County
State
Zip
Phone Number
Facility Type (FFN, FCC, Center, H.V.)
License Number Infant/toddler Center
License Number toddler/Preschool Center
License Number Family Child Care
Site License Status
Site Leader
Provider/Vendor Number (CDE funded, only)
Start Date QRIS
Program Start Date - Current Year
Program End Date - Current Year
Months of Operation
of Sessions
Funding Sources / Subsidy Types
Program Type – Tribal
Program Type – Military
of Children with Parent Consent
of caregivers/teachers employed at the site
of Dual Language Learners
of IEP/IFSPs at Enrollment
of IEP/IFSPs at end of Year
ASQ-3 # completed
ASQ-3 # with concerns
ASQ:SE2 # completed
ASQ:SE # with concerns
of Referrals based on ASQ/ASQ-SE results/concerns
Student Languages
Student Ethnicities
Student Federal Races

Session Fields
Site Name
Session Name
Session Room #
Part-day/ full-day/ all day
Start Time
End Time
Language of Instruction
Session Lead/Teacher
of Infants (Birth-17 mo.)
of Toddlers (18-35mo.)
of Preschoolers (36mo.-K)

Staff Field
First Name
Middle Name
Last Name
Work Force Registry ID
First day of work year
Last Day of work year

Student Fields
First Name
Middle Name
Last Name
Date of Birth
Gender

Workforce Registry (WFR) Fields
WFR ID (system-assigns)
WFR Staff Language
WFR Staff Ethnicity
WFR Staff Federal Race
WFR Degree
WFR Degree Major
WFR Degree ECE/CD
WFR ECE/CD Units
WFR Mgmt/Admin Units
WFR Supervision Units
WFR General Ed Units
WFR Date Degree Earned
WFR Permit
WFR Permit Number
WFR Permit Original Date
WFR Permit Re-Issued Date
WFR Permit Expiration Date

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit “B”: SDQPI Data Reporting Timelines
Attachment 1: Parent Consent Forms**

July 1, 2020

Dear Parent(s):

Your child's early learning and care provider/preschool participates in the San Diego Quality Preschool Initiative (SDQPI) to support high quality adult-child interactions and early learning and care environments. As a condition of the funding we receive to provide supports to your child's provider/preschool, we are required to report participation rates of children so California Department of Education, First 5 San Diego and First 5 California may evaluate our SDQPI program effectiveness. By signing the "Consent to Participate" forms (attached), you are authorizing your SDQPI provider/preschool to share your child's participation data with the San Diego County Office of Education (SDCOE), who operates SDQPI and is responsible to provide the data to our funders.

Your child's individual information will never be released in these required reports nor released to the public or made available for public viewing. The San Diego County Office of Education (SDCOE) operates SDQPI, therefore SDCOE staff will need access to view and review certain data collected by your child's providers/preschool. One of the attached forms is specific to allow your child's individual data to be shared with SDCOE for data quality only. Data collected by SDCOE from your child's provider/preschool will only be in aggregate form. This means that it will be group data such as number of children who are of a certain age, certain gender or received a specific service like a developmental screening or special education at the early learning and care site. Your provider/preschool may also share directory information including your child's name, gender, date of birth, and dates of attendance. Your provider/preschool does not need parent consent in order to share this information, unless you have opted out of release of directory information.

Providing your consent at this time does not limit your ability to withdraw your consent in the future. If at any time after providing your consent, you choose to withdraw your consent to share your child's participation data with the SDCOE or First 5 San Diego, please contact your Quality Preschool Initiative provider/preschool for the requisite forms.

If you agree to allow your provider/preschool and SDCOE to include your child's data in the participation rate data reporting process, please sign the attached form(s) and return them to your SDQPI provider/preschool. If you do not agree, please draw a line through the attached form(s) and write "no" in the signature line and return to your SDQPI provider/preschool. If you should have any questions or concerns, please contact me, Lucia Garay at lgaray@sdcoe.net.

Sincerely,



Lucia Garay
Executive Director
Early Education Programs and Services
San Diego County Office of Education



1 de julio, 2020

Estimado(s) padre(s) de familia:

El proveedor de servicios de cuidado y educación temprana de su hijo/a participa en el programa de calidad en programas preescolares de San Diego que se conoce en Inglés por sus siglas, SDQPI (San Diego Quality Preschool Initiative). Este programa provee apoyos al personal para incrementar la calidad de las interacciones entre su hijo/a y los adultos que fomentan su desarrollo y también para incrementar el nivel de calidad del ambiente en el que se desarrolla y aprende su hijo. Los fondos que nos permite proporcionar este servicio al proveedor de cuidado /maestro de su hijo, el departamento de Educación de California, Primeros 5 San Diego y primeros 5 California, nos obligan a proporcionar ciertos datos acerca de los niños inscritos en el programa con el propósito de utilizar los datos para completar estudios sobre la efectividad de nuestros servicios a los proveedores. Las formas aquí adjuntas se le proporcionan para pedirle su "consentimiento" y permitir que el proveedor de servicios de cuidado y educación temprana de su hijo/a comparta estos datos con la Oficina de Educación del Condado de San Diego (SDCOE), quien implementa el programa de SDQPI. La Oficina de Educación del Condado de San Diego (SDCOE) tiene la responsabilidad de proveer los datos a las organizaciones aquí previamente nombradas, quienes proveen los fondos para el programa.

El nombre y la información privada de su hijo(a) no se compartirá en ningún reporte, jamás será difundida públicamente ni estará accesible al público. La Oficina de Educación del Condado de San Diego (SDCOE) como entidad operativa de SDQPI necesitará revisar ciertos datos individuales de cada niño/a, recogidos por el proveedor de su hijo(a). Los datos recogidos serán formateados en forma agregada al incluirlos en los reportes. Esto quiere decir que los datos en los reportes y resúmenes no son personales, son datos de grupo como lo son el número de niños de cierta edad o de cierto género en el aula de su hijo/a, cuantos niños han recibido evaluaciones de desarrollo o servicios de educación especial. Una de las formas aquí adjuntas es específicamente para que usted de su consentimiento para que el personal de SDCOE vea la información acerca de su hijo que recogió el proveedor, con el propósito de crear y formatear los reportes de resumen de agregados que SDCOE necesita presentar a las agencias que financian SDQPI. El proveedor de servicios de cuidado y educación temprana de su hijo(a) también podrá compartir datos personales de su hijo que incluyen su nombre, sexo, fecha de nacimiento y fechas de asistencia. El preescolar de su hijo no necesita su autorización para compartir dicha información, a menos que usted haya optado porque no se disemine dicha información personal.

El dar su consentimiento ahora no limita su habilidad de retirar su consentimiento para participar en la evaluación de la investigación en un futuro. Si decide retirar su consentimiento después de haberlo dado, por favor contacte a su proveedor proveedor de servicios de cuidado y educación temprana para obtener las formas necesarias.

Si usted da su consentimiento para participar en el proceso de evaluación, por favor firme las formas adjuntas y entréguelas a su proveedor. Si no desea dar su consentimiento, por favor trace una línea en cada una de las formas adjuntas, escriba 'no' en la línea de la firma y entregue las formas a su proveedor de preescolar QPI. Si tiene alguna duda o inquietud, no dude en contactarme, lgaray@sdcoe.net.

Atentamente,



Lucia Garay
Executive Director
Early Education Programs and Services
San Diego County Office of Education





AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM EARLY LEARNING AND CARE PROVIDERS

Completion of this document authorizes the disclosure and/or use student information between your child’s early learning and care provider, and the San Diego County Office of Education, as set forth below, consistent with California and Federal laws concerning the privacy of such information and use of non-identifiable student information for the purposes of program study and funding. If you consent to disclosure of information as described herein, please fill out, sign and return this form to:

_____.

USE AND DISCLOSURE INFORMATION RELATED TO:

Student Name: _____
Last First MI Date of Birth

I, the undersigned, do hereby authorize the above named student’s early learning and care provider, _____, to allow the San Diego County Office of Education to review my child’s records and confidential information for the purpose of verifying aggregate (group) data for my child’s early learning and care site, and for the San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to share aggregate information including all children at the early learning and care site, with First 5 San Diego, First 5 California and California Department of education for the purpose of program study and funding. No personally identifiable information will be shared.

Requested information shall be limited to the following aggregate information about the children enrolled at your child’s early learning and care site: ethnicity; primary language; number of children who received a developmental screening and number of children who have an IFSP or IEP

DURATIONS

This authorization shall become effective immediately and shall remain in effect until _____ or one year from today. Date

RESTRICTIONS ON RE-DISCLOSURE

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

YOUR RIGHTS

You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Signing this authorization may be required in order for this student to obtain appropriate/additional specialized support services in the educational setting.

Approval: _____
Printed Name Signature Date

Relationship to Student Area Code and Telephone Number





Information on the First 5 San Diego Program Evaluation

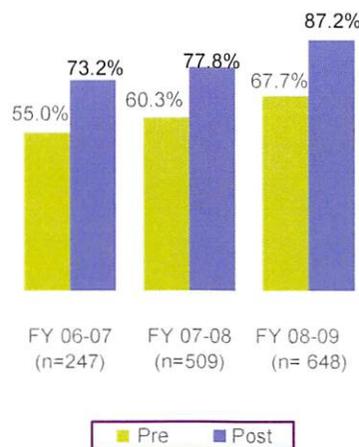
Evaluation Manager
 9655 Granite Ridge Drive, Suite 120
 San Diego, CA 92123
 (858) 285-7710

First 5 San Diego (First 5 SD) supports and pays for programs for young children and their families in San Diego County. These programs help children enter school healthy and ready to succeed. Data collected from programs will help First 5 SD learn which programs work best.

Data Available to First 5 SD. The organization providing services to you shares data with First 5 SD. For example, the data may be the ages and ethnicities of participants, the number of people served in each zip code or information about how groups of children and their parents are learning and improving.

Procedures. First 5 SD does not report on individual children or families as part of its evaluation. Your family data will be combined with data from others to show First 5 SD if families are helped by our programs. As an example, some First 5 SD programs help parents to read to their child. The report would look like this.

Parents Reading 3 or More Times a Week to Their Child



Questions. If you have any questions regarding the First 5 SD evaluation, you may call the Evaluation Manager at (619) 523-7700, or write to the above mailing address.

Voluntary Participation. You/your child receive First 5 SD services voluntarily and you can refuse services or stop participating at any time.

ACKNOWLEDGEMENT

I, _____ have received the First 5 San Diego Program Evaluation information sheet.

Name of Parent/Guardian (PLEASE PRINT)

Signature of Parent/Guardian

Date

Child(ren) under age 6 receiving services from:

Agency or Program Name

Child (1) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (1)

Child (2) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (2)

Child (3) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (3)

Child (4) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (4)

Child (5) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (5)

Child (6) – First, Middle, and Last Name (s) as listed on birth certificate

Relationship to Child (6)



Información sobre la Evaluación del Programa First 5 San Diego

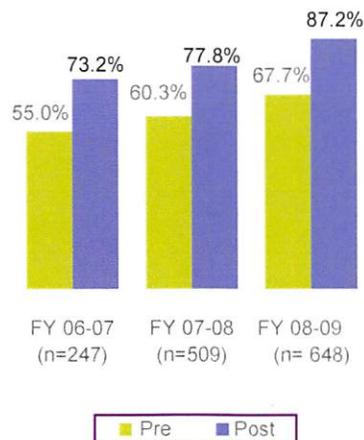
Evaluation Manager
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7710

First 5 San Diego (First 5 SD) apoya y paga por programas que ayudan a los niños del condado de San Diego. Estos programas contribuyen a que los niños entren a la escuela saludables y listos para triunfar. La información recopilada por parte de los programas ayudará a que First 5 SD identifique cuales programas funcionan mejor.

Información disponible a First 5 SD. La organización que le ofrece los servicios comparte datos con First 5 SD; por ejemplo, datos como la edad y el grupo étnico de los participantes, el número de personas que se atienden en cada código postal o información acerca de cómo grupos de niños y sus padres están aprendiendo y mejorando.

Procedimientos. First 5 SD no reporta de manera individual a niños o familias como parte de su evaluación. La información de su familia será combinada con datos de otras personas para mostrarle a First 5 SD si las familias son ayudadas por nuestros programas. Por ejemplo, algunos de los programas de First 5 SD ayudan a los padres a leerles a sus hijos. El reporte se presentaría de este modo:

Padres que les leen a sus hijos 3 o más veces por semana



Preguntas. Si usted tiene preguntas sobre la evaluación de First 5 SD, puede comunicarse con el Gerente de Evaluación al (619) 523-7700, o escribirle a la dirección que aparece en la parte superior de la hoja.

Participación voluntaria. Usted/su hijo recibe servicios de First 5 SD voluntariamente y puede rehusarlos y dejar de participar en cualquier momento.

Reconocimiento

Yo, _____ he recibido la hoja de información de la Evaluación del Programa First 5 San Diego.

Nombre del padre/tutor (FAVOR DE ESCRIBIR CON LETRA DE MOLDE)

Firma del padre/tutor

Fecha

Niño(s) menores de 6 años que reciben servicios de:

Nombre de la Agencia o Programa

Niño (1) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (1)

Niño (2) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (2)

Niño (3) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (3)

Niño (4) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (4)

Niño (5) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (5)

Niño (6) – Primer nombre, segundo(s) nombre(s),
apellidos como aparece en el acta de nacimiento

Relación con el niño (6)

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit “C”: Quality Counts California (QCC) Implementation
Guide**



Quality Counts California Implementation Guide

Updated June 2020

San Diego Quality Preschool Initiative (SDQPI)

— SAN DIEGO —
QUALITY
PRESCHOOL INITIATIVE

QCC Consortium Implementation Guide

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QCC Consortium Implementation Guide

I. Intended Audience for this Guide

The Quality Counts California (QCC) Consortium Implementation Guide (Guide) was developed for local, regional, and statewide QCC implementers, raters, and monitors working with rated sites. It includes common agreements designating where consortia have local control, as well as areas where rating must be implemented in a common and consistent way. Consortium agreements ensure local and regional QCC models are implemented to fidelity in accordance with statewide agreements and state policy guidance. The Guide will continue to be updated as new agreements are determined. Please refer to the Glossary for definitions of terms used throughout this Guide. Additional resources for QCC Consortium members can be found at www.qualitycountsca.net.

II. What is a QRIS?

Early learning and care (ELC) can bring a wide range of benefits for children, parents, and society at large. However, these benefits are conditional on the quality of the early learning and care settings. Expanding access to services without attention to quality will not deliver positive outcomes for children or long-term productivity benefits for society¹. A *Quality Rating and Improvement System (QRIS)* can provide parents and other consumers information about the quality of early learning settings and help those settings understand where improvement is needed.

A fully functioning QRIS includes the following components: (1) quality standards for programs and practitioners; (2) support for an infrastructure to meet such standards; (3) monitoring and accountability systems to ensure compliance with quality standards; (4) ongoing financial assistance that is linked to meeting quality standards; and (5) engagement and outreach strategies.²

III. California's Approach to QRIS

Quality Counts California (QCC) is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. QCC is a statewide system of quality support with activities at the state, regional, and local levels, including a QRIS. QCC helps enhance the quality of ELC programs and informs families about the meanings of different quality levels for children's ELC experiences. The QCC Framework, which was initially developed as part of the Race to the Top-Early Learning Challenge (RTT-ELC) grant and which has evolved over time, sets the foundation for the quality improvement continuum. The RTT-ELC Consortium, later renamed the QCC Consortium, voluntarily agreed to align their local QRIS to a common "Quality Continuum Framework" that included a common Rating Matrix with some local modifications allowed.

¹ Mitchell, W. A. (July 2005), Stair Steps to Quality. Retrieved from: <http://www.qrisnetwork.org/node/37>

QCC Consortium Implementation Guide

The Rating Matrix uses the terms “core” and “elements,” which refer to the three overarching categories and the indicators or components within these categories. The Elements are numbered consecutively one through seven, with elements five and seven for centers only, as shown below.

CORE	Elements
Core 1: Child Development and School Readiness	Element 1. Child Observation Element 2. Developmental and Health Screenings
Core 2: Teachers and Teaching	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for <i>Lead Teacher/Family Child Care Home</i> Element 4. Effective Teacher-Child Interactions
Core 3: Program and Environment	Element 5. Licensing and Regulatory Requirements: Ratios and Group Size (Centers Only) Element 6. Program Administration and Leadership: Environment Rating Scale(s) – ECERS-R, ITERS-R, FCCERS-R Element 7. Program Administration and Leadership: Director Qualifications (Centers Only)

The RTT-ELC Consortia also agreed upon the following Tier Rating Chart based on the final Program Quality Score in points. **Points may not deviate from what is specified below, even in locally determined tiers.**

	Tier 1 (blocked, receive 1 point per element)	Tier 2 (locally determined— point values, blocked, or combination)	Tier 3	Tier 4	Tier 5 (can include additional locally determined requirements)
Centers	7 points	8–19 points	20–25 points	26–31 points	32 points or more
Family Child Care Homes	5 points	6–13 points	14–17 points	18–21 points	22 points or more

The implementation guidelines ensure consistency of implementation across counties. To allow local flexibility, QCC consortia could elect to make local decisions about the tiers that were not commonly adopted, as well as areas of implementation that were left to local control.

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In Fiscal Year 2015–16, the work of the RTT-ELC Consortium expanded to a statewide effort, drawing on the nationally recognized effectiveness factors or standards that lead to improved learning and development outcomes for children. The *RTT-ELC Framework* is now the *QCC Quality Continuum Framework*. QCC is funded through a layering of multiple funding sources, including First 5 California, the California Department of Education, and local funding. For more information on Quality Counts California, visit www.qualitycountscalifornia.net.

IV. Early Learning Sites Eligible for Rating

An **early learning site** is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

For sites licensed by the California Department of Social Services, the definition “*in good standing*” is to be used. If a site’s license is changed to anything other than “*in good standing*,” the QCC rating is suspended.

In addition, local consortium may:

- Choose to impose a time period prior to rating without incident
- Determine reinstatement protocols

Exceptions to licensed programs that are eligible to participate include:

- Cal-SAFE child development programs
- Tribal-approved child care programs
- Military installation child care programs
- Adult Education preschool programs that are legally exempt from licensing
- Other programs and *classrooms* operated by school districts, such as IDEA Part B or Part C funded programs

For additional information on eligible sites and requirements, please see the applicable funding requirements.

V. Rating and Monitoring

All consortia agree to implement all tools, measures, and documents to fidelity, adhering to the State Master Anchors’ approaches. Preserving the components that made the original practice effective can directly impact the success of desired outcomes. One

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recommended way to ensure high-quality implementation is for consortia to identify and clearly stipulate four distinct QCC functions:

- **Raters** review and validate portfolio documentation used to determine ratings.
- **External Assessors** are deployed by the local QCC Consortium and reliable on the Environment Rating Scales (ERS) and conduct this portion of the rating. **External CLASS Observers** are certified on the *Classroom Assessment Scoring System®* (CLASS®) tools and conduct this portion of the rating. Note: Throughout this document, both are referred to as “assessors.”
- **Monitors** ensure sites maintain their rated quality and compliance with QRIS requirements.
- **Technical Assistance (TA) Providers** support the creation and/or implementation of the Quality Improvement Plan (QIP). TA providers also may assist sites with the development of the basic portfolio for rating, in addition to providing quality improvement coaching and other types of consultation.

While some functions may be fulfilled by the same person, individuals cannot serve as an external assessor and provide technical assistance or coaching services to the same group of teachers/sites.

Rating Guidelines

The QCC Rating Matrix employs a portfolio-based system (with monitoring and administrative verification) for a site to self-report some elements of quality, and a file review for others, as follows:

Element	Point Value				
	1	2	3	4	5
1 Child Observation/Assessment	File Review At All Levels				
2 Developmental and Health Screening	File Review At All Levels				
3 Lead Teacher Qualifications and Professional Development	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				
4 CLASS Assessment	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
5 Ratios and Group Size	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Verification By Assessor				
6 Environment Rating Scale	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
7 Director Qualifications	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				

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Self-report

All QCC sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QCC Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of the local consortium.

File Review

Two children's files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives. Alternatives to developmental and health screening include a parent "opt-out" form, a detailed documentation of repeated attempts (as determined locally) to obtain parental consent, or the existence of a current Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP).

As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or database files (such as for child assessment, or health and developmental screening). Evidence must demonstrate one hundred percent compliance consistent with Implementation Guide requirements.

Frequency of Site Rating

A site's rating is valid for three or five years depending on tier rating, from the time the overall site rating is assigned. For example:

If the site was rated in:	And the result was Tier 1, 2, or 3, the site's rating is valid through:	And the result was Tier 4 or 5, the site's rating is valid through:
March 2020	March 2023	March 2025
November 2019	November 2022	November 2024
August 2018	August 2021	August 2023

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Participating sites are to develop quality improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between ratings. QCC Consortia will monitor participating sites between ratings. Re-rating is required when a site license changes due to a change of physical location. The decision to re-rate a site for other reasons during the rating period is a local decision. Some local decisions that may trigger reconsideration of the rating before the rating period has passed include:

- Significant turnover in staff
- New director
- Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom
- Significant licensing violation
- Other evidence of changes related to the criteria upon which they were rated
- Other reasons determined by local consortium

Communicating the Site Rating

Formal ratings must be made available to the public. The emphasis on publicly available ratings highlights consumer awareness as a key component of the success of a QRIS as a mechanism for supporting families in selecting high-quality ELC programs for their children.

Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as “beginning,” “achieving,” and “advancing;” or use another communication system to convey rating information to the public.

Consortia also have discretion on how ratings are publicized. Please note: Child Care Resource and Referral agencies (R&Rs) are required per the reauthorized Child Care and Development Block Grant Act (CCDBG) (Section 658E.c.2.E.i.ii.) to provide information on ratings to families. Consortia also may share ratings by:

- Posting at participating early learning setting to indicate QRIS participation and tiered rating
- Posting on a website (e.g., R&R, and/or local QRIS website)

Public communication should include the effective dates of the rating.

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Reporting Site Data to the State

Consortia are required to report data to the State once per year, including sites' overall ratings and element scores. Details about how and when to report data are available at <https://qualitycountsca.net/quality-partners/consortium-members/>.

VI. Assessing Classrooms

Frequency of Classroom Assessments

External assessments are conducted for Tiers 3 through 5 for select elements using the CLASS tool (Element 4) and the ERS (Element 6) for the appropriate age level. Refer to guidelines within the tools if classrooms are mixed age. California Master Anchors can provide additional clarification if necessary.

Based on the local QRIS model and site readiness, rated sites may receive a formal, external assessment using the ERS and the CLASS, if warranted, every three years (sites rated at Tiers 1 through 3) or five years (sites rated at Tiers 4 and 5). The same classrooms, selected through random sampling, will receive both the CLASS and the ERS assessment in the same year, or within 13 months of the final rating. For the purpose of assessment, a "year" is considered 13 consecutive months. For example, if the ERS assessments are conducted in May, and the CLASS assessments are conducted on the same classrooms with the same lead teachers in September, then the program must have a completed rating by June of the following year in order for the ERS assessment to be valid.

Defining Classrooms for Assessment

Classrooms are defined by the *teaching team* and the *group of children*. The table below demonstrates several scenarios to help determine the number of classrooms.

Scenario	Number of Classrooms	Rationale
AM Preschool + PM Preschool Same teaching team for AM and PM	1	Ages served and teaching team are the same.
AM Toddlers + PM Preschool Same teaching team for AM and PM	2	Teaching team is the same. Different <i>age groups</i> require different assessments.
AM Preschool + PM Preschool Different Teaching team in AM and PM	2	Same age group served in the morning and afternoon. Different teaching teams require different assessments.

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Selecting Classrooms for Assessment

Consortium will assess one-third of classrooms of each age group at a site, regardless of funding stream and total overall number of classrooms, including at least one classroom in each age group. See definitions of age groups in the glossary.

NOTE: For sites participating in CSPP Block Grant funding and sites with mixed funding: Rating is completed at the site level – classrooms selected for assessment are chosen as described within this Implementation Guide. This may result in a site with CSPP Block Grant funding receiving a rating that is not based on the assessments of any classrooms participating in the CSPP Block Grant. Classrooms participating in the CSPP Block Grant should not be rated separately from the rest of the classrooms at the site.

Guidelines to determine the number of classrooms to assess with the CLASS and ERS:

- **Sites serving a single age group of children** (e.g., all toddlers or all preschoolers)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Total number of classrooms to assess	1	1	2	2	2	3	3	3	4

- **Sites with different classrooms for children of different ages** (be sure to select at least one classroom from each age group)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Minimum number of classrooms to assess	2	2	2	2	2	3	3	3	4

Parameters for Selecting Classrooms

For classroom selection and random selection process, exclude classrooms (use another randomly chosen classroom as an alternate) or postpone a scheduled assessment/visit when there is a: (1) substitute teacher; or (2) new teacher to the site (30 calendar days or fewer).

The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.

Announced vs. Unannounced Visits

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Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on ERS and CLASS will occur the day of the visit. The assessor will ensure the classroom being assessed is staffed by the lead teacher on record (or long-term sub who has been serving as lead teacher in the classroom longer than 30 days).

Use of Existing Assessments

A consortium shall accept ERS and CLASS assessments previously conducted in lieu of the county consortium sending an assessor ONLY if the assessment was:

- Completed within 13 months of the rating
- Performed by a valid and reliable external assessor (deployed by the local QCC Consortium)
- Conducted with the same lead teacher, child age group, and physical location as the randomly selected classroom

Recommendations for Observations Using the CLASS Tool

When coding with any CLASS tool, the observer evaluates the effectiveness of interactions for the target age level. In any classroom setting, multiple adults may be present during the observation, requiring the observer to consider how each adult interacts with children and how those adults jointly influence the overall classroom experience.

The consortium agreed the *CLASS observation* may be conducted in classrooms with at least one child present.

Local consortium policy guides other observation protocol, such as:

- When a classroom receives a CLASS assessment (e.g., if at a lower points level than required in the rating matrix)
- The number of children in the classroom (or target age level) that need to be present in order to observe and if/when to reschedule an assessment to maximize attendance

Guidelines for Use of CLASS in Multi-age Classrooms

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In a multi-age setting, the observer should keep the target age range in mind and pay particular attention to the interactions associated with those ages. Interactions with children outside the target age level are considered in coding, only if they enhance or detract from those experienced by the intended children. For example, a teacher may have effective and warm interactions with an infant during a diaper change; but if the assessor is observing with the Toddler CLASS measure, and the toddlers are not involved, the assessor would not code those interactions. On the other hand, if the teacher involves toddlers in care by asking them to get a diaper or help wash the baby's hands, those interactions would be considered in coding.

Determining whether one tool or two will be used in multi-age classrooms:

- If using one tool and need to determine which measure to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool (e.g., the infant tool can be used in classrooms with children as old as 15 months).
- When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by:
 - Making one visit – obtain three cycles of each tool during the classroom visit (total of six cycles); or
 - Making two visits – observe one age level at the first visit and the other age level during the second visit. Each visit/tool should include four cycles.

Guidelines for Use of CLASS in Diverse Classrooms

Early learning settings in the QCC serve children from diverse backgrounds, languages, and cultures. It is imperative the observer is culturally sensitive and able to understand the adult-child interactions to score appropriately.

The consortium agreed the CLASS observer must understand 85–90 percent of the teacher's communication with the child/ren to consider the assessment reliable. This is particularly important in Pre-Kindergarten classrooms.

Other things to consider when observing in a diverse classroom include:

- Some behaviors are considered disrespectful in certain cultures. For example, forcing eye contact would be uncomfortable for a child and would not be demonstrating respect. But eye contact is only one of several markers of respect, and it is not required for a teacher to force eye contact to demonstrate respect.
- When the early educator and child engage in back-and-forth exchanges, the observer must understand both the adult and child to accurately assess scaffolding,

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feedback loops, and other indicators in the Pre-K CLASS Instructional Support Domain.

- The consortium strongly encourages using assessors who speak the language of the children at the site and understand the cultures.

VII. **Environment Rating Scale Anchors and Assessors**

This section outlines the roles of Environment Rating Scale (ERS) Anchors and assessors. The following graphic shows the relationship between each of these roles at the state, regional, and local/consortia levels. The California Early Childhood Environment Rating Scales Anchor document which outlines the roles of state, regional, and local Environment Rating Scales ERS Anchors and assessors in Quality Counts California can be found at

<https://drive.google.com/file/d/13E3EwyQdfSLgOt2iGVFn3fhGNOWrrzER/view?usp=sharing>.

Statewide Master Anchors

State Master Anchors (MAs) carry out the following activities:

- MAs maintain reliability to one another through recertification every 18 months with drift checks every six months.
- Initial certification of Regional ERS Anchor (RA) and one day Inter-Rater Reliability (IRR) every 18 months thereafter. If the Regional ERS Anchor does not reach 90 percent reliability in one-day IRR, a three-day recertification with QCC MA. (Note: assessment vendors must be certified with an MA or RA at their own cost to be approved to conduct QCC assessments for rating).
- Provide advice and support for Regional ERS Anchors as they train and certify local assessors.
- Develop resources for Regional ERS Anchors to use when conducting local training and reliability certification.
- Provide information and assistance to Regional ERS Anchors to carry out IRR activities with consortia assessors.
- Reach consensus about questions that arise during assessment, and disseminate responses and clarifications to local Anchors to ensure consistent interpretation across the QCC.
- Conduct in-person and web-based training and meetings with Regional ERS Anchors to build consensus and strengthen capacity to conduct ERS assessments and certify assessors.

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Regional ERS Anchor

According to the First 5 IMPACT *Regional Coordination and Training and Technical Assistance Hubs (Hubs)* RFA, the Hubs are required to identify at least one Regional ERS Anchor who can certify local assessors and support the fidelity of assessment practices and consistency of tool interpretation across the region. F5CA will support certification of Regional ERS Anchor(s) identified by the Hub, while the Hub is responsible for coordinating Regional ERS Anchor responsibilities.

A Regional ERS Anchor is a Hub-designated individual authorized to certify reliability of ERS assessors at Level 1 and Level 2. The Regional ERS Anchor is considered an experienced, reliable "expert" assessor responsible for interpretation of scores and training of other assessors. Each Hub region should designate at least one Regional ERS Anchor on each ERS tool. A large consortium also may designate a Local ERS Anchor. The region or large consortium may have one Anchor for all three ERS tools or three different Anchors – one for each tool.

Regional ERS Anchors must achieve at least 90 percent reliability with a State MA. However, this person is not considered an Anchor until designated as such by a region (Hub) or consortium and given the authority to carry out Anchor responsibilities. Following initial certification, each Regional ERS Anchor must complete IRR with another Regional ERS Anchor every six months, at a minimum, and recertify with a state MA every 18 months.

The Regional ERS Anchors shall have the authority to:

- Conduct assessments.
- Train and certify ERS assessors.
- Coordinate IRR for ERS assessors in their region every six months, at minimum, or at least once between recertifications.

F5CA MAs may ask Regional ERS Anchors to participate in virtual or in-person learning communities and/or meetings, as well as contribute to the overall QCC Assessor Management System by working with the F5CA MAs on ERS-related clarifications, policies, and statewide practices.

Regional ERS Anchors also may be given responsibility by consortia in the Hub region to review reports written by ERS assessors and conduct ERS training for coaches and early childhood educators.

Local ERS Assessors

All ERS assessors who rate early learning sites in the QCC shall be external (independent) to the site being assessed and conduct the assessments in accordance

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with the policies and procedures set forth by the State Master Anchors. Assessors participate in a rigorous certification process and complete multiple practice observations to ensure they have learned how to use the scales/instrument to measure the quality of early childhood sites. Assessors are deemed reliable when they achieve and maintain a minimum of 85 percent reliability (agreement) with an Anchor. Only a Consortium/Hub-designated Regional ERS Anchor or a State MA is authorized to certify assessors for the QCC. Following initial certification, assessors should complete IRR every six months, at minimum, and recertify with a state MA every 18 months.

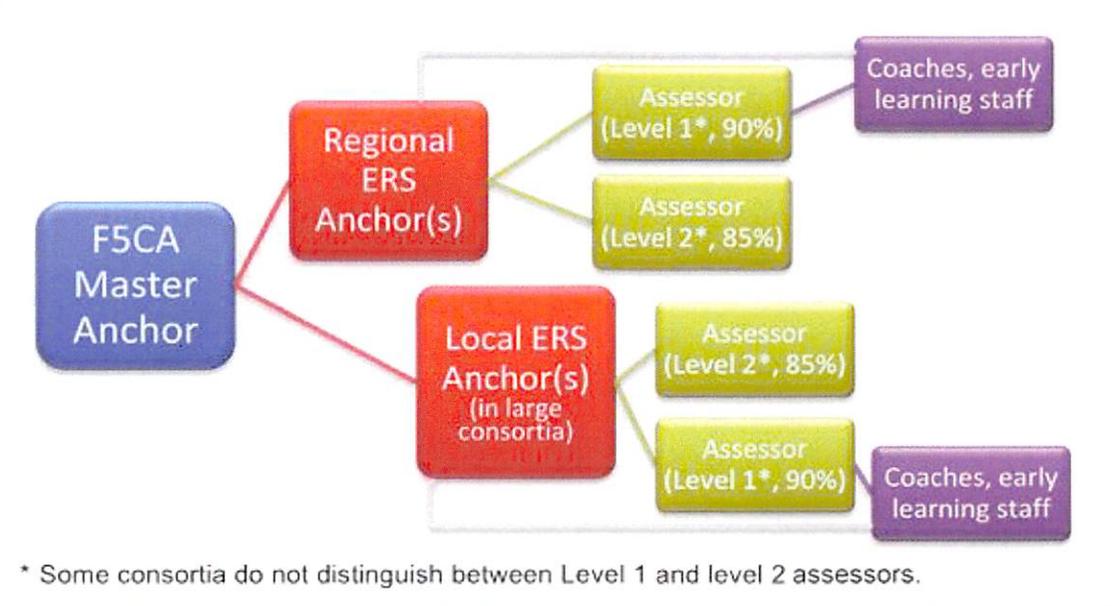
Assessors shall demonstrate reliability during IRR to continue to assess using the ERS tool. Assessors have up to three opportunities to pass IRR. Local consortia determine next steps after a third failed attempt at reliability during IRR.

There are two recommended levels of ERS assessor:

- **Level 1 ERS assessors** must achieve 90 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor for IRR. Because of their higher level of reliability, consortia may (but are not required to) give Level 1 ERS assessors other responsibilities, such as carrying out IRR with Level 2 ERS assessors and reviewing reports written by Level 2 ERS assessors.
- **Level 2 ERS assessors** shall achieve 85 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor or Level 1 assessor for IRR.

Some consortia do not distinguish between Level 1 and Level 2 ERS assessors, requiring all assessors to achieve and maintain a minimum of 85 percent reliability and use assessors only to carry out assessment responsibilities.

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VIII. Regional CLASS Trainers and Observers

Regional CLASS Affiliate Trainers

A CLASS Trainer is certified by Teachstone to conduct training on a specific tool and is called an Affiliate Trainer. The QCC recommends, but does not require, each region to identify a Regional CLASS Affiliate Trainer to support the region's CLASS needs. Regional CLASS Affiliate Trainers who work within the QCC are authorized to provide training to other partners within their local QRIS.

Geography and/or other needs may call for each consortium within a regional Hub to have its own consortium-dedicated affiliate trainer(s), or several consortia may elect to share a Regional CLASS Affiliate Trainer.

The Regional CLASS Affiliate Trainers should maintain annual certification through Teachstone. If authorized by the regional Hub, the Regional CLASS Affiliate Trainer may:

- Coordinate regional training and observer certification.
- Review reports written by CLASS observers.

CLASS Observers

Whether regional or consortia-specific, CLASS observers carry out assessments on applicable age-level tool(s) and complete reports, as applicable within a consortium or for several consortia within a regional Hub.

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CLASS observers must have proof of current certification from Teachstone demonstrating reliability on applicable tool.

CLASS Drift Testing

CLASS drift testing must be conducted at least one time between annual recertifications. The drift testing may be carried out in one of two ways:

- **Online calibration during an assigned period of time – code one 20-minute video and achieve at least 80 percent reliability. Observers also may review a one-hour webinar debrief of the video after coding.**
- **Live double-code with an experienced CLASS-certified assessor identified by the consortium.**

Observers must demonstrate reliability during drift testing to continue to observe using the CLASS tool. Observers have up to three opportunities to meet 80 percent reliability during drift testing. Between drift tests, observers may receive technical assistance from a State Master Anchor or Regional CLASS Trainer/Observer to support success. Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.

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Appendix I: Quality Counts California Rating Matrix

Rating Matrix with Elements and Points for Consortia Common Tiers 1, 3, and 5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA <i>Foundations & Frameworks</i> ¹ twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health Screenings	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE , if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING					
3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	<input type="checkbox"/> Meets Title 22 Regulations (Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices)	<input type="checkbox"/> Center: 24 units of ECE/CD ² OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
4. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K • Emotional Support – 5 • Instructional Support – 3 • Classroom Organization – 6 Toddler • Emotional & Behavioral Support – 5 • Engaged Support for Learning – 3.5 Infant • Responsive Caregiving (RC) – 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K • Emotional Support – 5.5 • Instructional Support – 3.5 • Classroom Organization – 5.5 Toddler • Emotional & Behavioral Support – 5.5 • Engaged Support for Learning – 4 Infant • Responsive Caregiving (RC) – 5.5

1. Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.
2. For all ECE/CD units, the core eight are desired but not required.

Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see total point range).

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ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership					
5. Ratios and Group Size <small>(Centers Only beyond licensing regulations)</small>	<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
6. Program Environment Rating Scale(s) <small>(Use tool for appropriate setting: ECERS-R, ITERS-R, FOCERS-R)</small>	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
7. Director Qualifications <small>(Centers Only)</small>	<input type="checkbox"/> 12 units ECE/CD + 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration. OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2¹	Common-Tier 3	Common-Tier 4	Local-Tier 5⁴
Centers <small>7 Elements for 35 points</small>	Blocked (7 points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs <small>5 Elements for 25 points</small>	Blocked (5 points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above

3. Local Tier 2: Local decision if Blocked or Points and if there are additional elements
4. Local Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 2015; Effective July 1, 2015

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Appendix II: Guidance for Rating Elements by Points

Core 1: Child Development and School Readiness

Element 1. Child Observation

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Program uses *evidence-based child assessment/ observation tool* once a year that covers all five domains of development

Detail: Local consortia may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.

Optional, partial list of evidence-based tools:

- High/Scope Child Observation Record (COR) for Infants and Toddlers
- High/Scope Preschool Child Observation Record (COR), Second Edition
- Work Sampling, Developmental Guidelines, Preschool 3
- Work Sampling, Developmental Guidelines, Preschool 4
- Learning Accomplishment Profile-3rd Edition (preschool)
- The Ounce Scale (infant/toddler)
- NIEER Early Learning Scale

Uses refers to any assessment, instrument, or tool that yields individual and group information. This term requires that the program accesses and analyzes results and those results (whether individual information or aggregated group data) are used to inform practice.

Random selection of two children's files per classroom during observation visits will provide evidence of use of evidence-based child assessment/observation for each child. (If a child has been in the program fewer than 60 days, another file may be reviewed.)

3 POINTS

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Indicator: Program uses *valid and reliable child assessment/ observation tool* aligned with California Foundations and Frameworks twice a year

Detail: Valid and reliable child observation tools must be approved by the California Department of Education prior to awarding the site three points for this element. Currently approved tools are:

- Teaching Strategies GOLD® (Creative Curriculum) assessment
- Early Learning Scale by National Institute of Early Education Research (NIEER) available from Lakeshore Learning School Supply
- Brigance Inventory of Early Development III

Assessment tool developers must contact Serene Yee at syee@cde.ca.gov or 916-322-1048 if they wish to submit documentation of alignment with the *California Foundations and Frameworks*.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

4 POINTS

Indicator: DRDP (minimum twice a year) and results used to inform curriculum planning

Detail: All users of *Desired Results Developmental Profile* (DRDP) must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from the prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

Evidence should demonstrate that individual child assessments are considered when planning for learning experiences through which the curriculum goals will be achieved. Acceptable documentation is as follows:

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1. Show use of DRDP and program has current NAEYC Accreditation **OR**
2. Show use of DRDP and provide current *Head Start* School Readiness Goals **OR**
3. Provide completed CD 4001B (Desired Results Developmental Profile Summary of Finding for the Classroom and Family Child Care Home Form) **OR**
4. Provide two of the following as evidence:
 - Written curriculum statements
 - Lesson plans
 - Planning webs
 - Notes from planning sessions with information on how a purchased curriculum (if used) considers assessment of child progress

5 POINTS

Indicator: Program uses DRDP twice a year and uploads into DRDP Online and results used to inform curriculum planning.

Detail: Use of *DRDP Online* is free to Head Start, state funded programs, and all QCC participating sites.

Twice-annual assessments are confirmed in the same manner as for four points above.

Evidence should demonstrate the use of domain scale reports when planning for individual and group learning experiences within the curriculum. *Desired Results Access* domain-level reports can be used for children with IFSPs and IEPs.

Core 1: Child Development and School Readiness

Element 2. Developmental and Health Screenings

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Title 22 Regulations require current immunization records for every child enrolled in the family child care home or center. Family child care homes use form PM 286, available at <http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph286.pdf> and centers use form LIC 701, available at <http://www.dss.cahwnet.gov/cdssweb/PG166.htm>. Forms must be printed on blue paper. **Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element.**

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2 POINTS

Indicator: Health Screening Form (Community Care *Licensing form LIC 701* "Physician's Report - Child Care Centers" or equivalent) used at entry, then:

1. Annually **OR**
2. Ensures vision and hearing screenings annually

Detail:

Used at entry then annually: Requires the program to collect form LIC 701 (or equivalent) at the child's entry into the program and annually or at the beginning of each program year.

Conducts (or collects) screening: If vision and hearing screening are used as the method of meeting this standard, programs may:

- Use information from a doctor's or specialist's screening
- Conduct vision and health screenings at the site
- Use information from a doctor/specialist and conduct vision and health screening at the site

In instances where the site has difficulty meeting the annual requirements for one or more returning children (after collection of Health Screening Form LIC 701 upon entry), monitors may accept one or both of the following forms of evidence of health screening during subsequent years of a child's attendance:

- Parent "opt-out" form or equivalent evidence that parent denied resubmittal of Health Screening Form and/or denied screening
- Detailed documentation of repeated attempts to obtain Health Screening Form and/or parent consent when conducting file review

3 POINTS

Indicator: *Program works with families* to screen all children using a **valid and reliable child screening tool** at entry and **as indicated by results thereafter AND**

Meets criteria for Point Value 2

Detail: Below is partial list of valid and reliable child screening tools. Other tools are acceptable at the discretion of the consortium with documentation of validity and reliability.

Partial List:

- Mullen Scales of Early Learning
- DIAL 3
- *Ages and Stages Questionnaire (ASQ)*

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- ESP: Early Screening Profiles
- ESI-R (Early Screening Inventory)
- Denver II
- Parents Evaluation of Developmental Status
- Parents Evaluation of Developmental Status – Developmental Milestones
- Battelle Developmental Inventory Screening Test
- Learning Accomplishment Profile-Diagnostic Screens

As indicated by the results thereafter, refers to the actions taken by the program to refer families to additional resources based on the results of the screening tool.

Beginning at this point value, both centers and family child care homes must use a developmental screening tool or produce proof of one of the items below:

- IFSP/IEP
- Evidence of screening in another venue (must have actual screen or documented results)
- Parent “opt-out” form or equivalent evidence that parent denied screening
- Detailed documentation of repeated attempts to obtain parental consent when conducting file review

In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.

4 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND**

Meets criteria from Point Value 2

Detail: Program works with families means:

- Families are engaged in the screening process.
- Results are shared with the family in a confidential and supportive manner.
- Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

For definitions of ASQ, see glossary.

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5 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND**

Program staff use children's screening results to make referrals, implement intervention strategies, and adaptations as appropriate **AND**

Meets criteria for Point Value 2

Detail: For definition of *Ages and Stages Questionnaire-Social Emotional (ASQ-SE)*, see glossary.

"If indicated" is a local decision acting in the best interest of the child.

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Core 2: Teachers and Teaching

Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator:

Center: 24 units of ECE/CD (core 8)

FCCH: 12 units of ECE/CD (core 8)

OR

Associate Teacher Permit

Detail: In Point Values 2 through 5, qualifications are entered into the workforce registry for all lead teachers employed at the site AND no less than 75 percent of them must meet requirements in Point Values 2 through 5. All higher education units are calculated by semester units (quarter units are converted to semester units).

Total # of Lead Teachers	# Needed to Meet Requirement
2	2
3	3
4	3
5	4
6	5
7	6
8	6
9	7
10	8

In Point Values 3 through 5, staff in family child care homes (FCCH) and centers are held to the same educational standard.

Point Value 2 is equivalent to the Associate Teacher Permit for family child care homes and centers. Teachers who applied for the permit may substitute verification of application, in lieu of the transcript, for review.

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An expired permit can meet the requirements for Point Values 2 through 5 as long as the qualifications are consistent with current permit requirements.

The California Commission on Teacher Credentialing (CTC) Child Development Permit Matrix can be found at the following link https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585_0

For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1.

For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, www.ietf.org. Additional organizations approved by CTC for transcript evaluation can be found at https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8.

Core 8 courses are desired but not required.

Each group of children must have at least one designated lead teacher. The lead teacher must spend the vast majority of time with one group of children who attend at the same time rather than divide time between classrooms or float among groups. The group size is determined by the point value of the rating. The above is based on the NAEYC accreditation definition of a teacher.

For the purposes of rating a licensed FCCH, the lead teacher is defined as the adult who is the owner and full-time operator of the FCCH. If the owner is not teaching the children, the FCCH lead teacher is defined as the adult with the highest degree who spends the vast majority of time with the children. A group of children in an FCCH is defined as those children who are enrolled in the FCCH. The group size is determined by licensing requirements based on the ages of the children enrolled.

3 POINTS

Indicator: 24 units of ECE/CD and 16 units of General Education

OR

Teacher Permit **AND**

21 hours professional development (PD) annually

Detail: Point Value 3 is equivalent to the Teacher Permit.

Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the individual professional growth plan and/or the site's Quality Improvement Plan. Professional development includes, but is not limited to, the QCC Continuous Quality Improvement Framework.

Annually in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium.

Method to verify 21 hours of professional development is a local consortium decision.

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4 POINTS

Indicator: Associate's degree (AA/AS) in ECE/CD or closely *related field*

OR

AA/AS in any field plus/with 24 units of ECE/CD **OR**

Site Supervisor Permit **AND**

21 hours PD annually

Detail: Point Value 4 is equivalent to the Site Supervisor Permit.

Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

For Point Values 4 and 5, a BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. "Substantial" is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing's approach.

5 POINTS

Indicator: Bachelor's degree in ECE/CD **OR**

BA/BS in any field plus/with 24 units of ECE/CD that conform to permit requirements **OR**

Master's degree in ECE/CD **OR**

Program Director Permit **AND**

21 hours PD annually

Detail: Point Value 5 is equivalent to the Program Director Permit.

Consortia may accept at their discretion option two of the Master Teacher permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

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Core 2: Teachers and Teaching

Element 4. Effective Teacher-Child Interactions: CLASS® Observations (*Use tool for appropriate age group as available)

1 POINT

Indicator: Not applicable

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with CLASS (e.g., two-hour overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)

Detail: The decision about what constitutes *familiarity with CLASS* is a local one.

It is recommended that CLASS presentations be conducted by a Certified CLASS Trainer.

3 POINTS

Indicator: Independent CLASS assessment by reliable observer (using the appropriate tool) to inform the program's professional development/ improvement plan

Detail: While results of the independent CLASS observation will be used to inform the site's Quality Improvement Plan, evidence of having a Quality Improvement Plan in place is not a requirement for a point value of three.

CLASS reliability must be renewed annually and is available for the Infant, Toddler, and Pre-K CLASS tools. A *reliable CLASS observer* should be able to provide a certificate indicating current reliability (issued within the previous 12 months).

In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone (www.teachstone.org) for advice.

4 POINTS

Indicator: Independent CLASS observation by reliable observer (using the appropriate tool) with minimum CLASS domain scores:

Pre-K:

- Emotional Support Domain (ES) – 5
- Instructional Support Domain (IS) – 3
- Classroom Organization Domain (CO) – 5

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Toddler:

- Emotional & Behavioral Support Domain (EBS) – 5
- Engaged Support for Learning Domain (ESL) – 3.5

Infant:

Responsive Caregiving Domain (RC) – 5.0

5 POINTS

Indicator: Independent assessment with CLASS (for appropriate age group as available) with minimum CLASS domain scores:

Pre-K:

- ES – 5.5
- IS – 3.5
- CO – 5.5

Toddler:

- EBS – 5.5
- ESL – 4

Infant:

RC – 5.5

DETAIL (POINTS 4 & 5)

Detail: Minimum scores are recommended by Teachstone, LLC, and based on research on the CLASS and on the design of QCC.

Each classroom rated will receive an individual point value based on the tool used and the domain cutoff scores. Average all classroom points and drop the decimal to obtain the final site points on this element.

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Example:

Classroom	Domain Score	Domain Score	Domain Score	Points for Element
Pre-K Alligators	ES 5.42	IS 3.13	CO 5.89	4
Pre-K Bears	ES 5.10	IS 2.95	CO 5.68	3
Toddler Dragonfly	EBS 5.15	ESL 3.32		3
Infant Ladybugs	RC 5.11			4

1. Total the points earned by classroom
 $4 + 3 + 3 + 4 = 14$
2. Divide by number of classrooms observed = 4
3. Obtain average points for observed classrooms
 $14 \div 4 = 3.5$
4. Drop the decimal to determine final point value for the site for this element
Site points for Element 4 (Teacher-Child Interactions) = 3

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Core 3: Program and Environment

Element 5. Ratios and Group Size (Centers Only)

1 POINT

Indicator: Center: Title 22 Regulations

Infant Ratio of 1:4

Toddler Option Ratio of 1:6

Preschool Ratio of 1:12

FCCH: Title 22 Regulations

(excluded from point values in ratio and group size)

2 POINTS

Indicator: Center:

Infant/Toddler Ratio of 4:16

Toddler Ratio of 3:18

Preschool Ratio of 3:36

3 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12

Toddler Ratio of 2:12

Preschool Ratio of 2:24

4 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12 or 2:8

Toddler Ratio of 2:10

Preschool Ratio of 3:24 or 2:20

5 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:9 or better

Toddler Ratio of 3:12 or better

Preschool Ratio of 1:8 and group size of no more than 20

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DETAIL (POINTS 1, 2, 3, 4 & 5)

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Volunteers may not be used in ratio and group size calculations. Title 22 regulations require that adult: child ratios include only employed adults.

Ages: group size

- Infant - A child aged birth to 18 months.
- Toddler - A child who is 18 to 36 months of age.

Based on Education Code Section 8265.5

- Preschooler - A child who is three years of age to kindergarten entry. The child's third birthday must be on or before September 1.

Based on Management Bulletin 14-02

Ratios

Centers must meet the Community Care Licensing standards at a minimum.

Staff must meet the needs of the children in attendance and provide visual observation and supervision at all times. Centers may need additional staff depending on the age of children and their needs. Additional staff are needed for backup. An aide cannot be left alone with children except during naptime and to escort them to the restroom.

- One teacher can supervise no more than 12 children.
- One teacher and one aide can supervise up to 15 children.
- A fully qualified teacher and an assistant with six early childhood education units can supervise up to 18 children.
- A ratio of one teacher or aide for 24 napping children is permitted, provided the additional staff to meet the "awake" ratios are immediately available at the center.

Based on California Code of Regulations, Title 22 section 101216.3, Ratios and group size are verified through:

- In-person visit for Point Values 3 through 5 (checked during the ERS assessment)
- Self-report in portfolio and certified through portfolio certification process

How to handle out-of-ratio and child endangerment is a local decision. The California Child Abuse Reporting Law must be followed (Penal Code Sections 11165-11174.3).

Ratio and group size scores will be reported as follows:

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As with the CLASS rating, individual point values for each classroom will be determined for the ratio/group size element based on the Rating Matrix. Each classroom's rating is averaged for the site rating. The decimal is dropped and the whole number will be reported as the points for this element.

Example:

Infant Room point value of 4

Toddler Room point value of 3

Preschool Room A point value of 2

Preschool Room B point value of 3

Preschool Room C point value of 2

$$4 + 3 + 2 + 3 + 2 = 14$$

$$14 \div 5 = 2.8$$

Overall points for ratio/group size = 2

Core 3: Program and Environment

Element 6. Environment

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan

Detail: *Familiarity with ERS* can include having attended overview orientations, webinars, training, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.

3 POINTS

Indicator: Assessment on the whole tool.

Results used to inform the program's Quality Improvement Plan.

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Detail: Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement. Requirements for three points should be greater than requirements for two points. Consortia may continue using an external assessor at three points, but a minimum score would not be used for site rating.

4 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.0

Detail: Independent (external) assessment is conducted by an entity or persons not part of the program (third-party) who is currently reliable on the tool, including assessments conducted by CDE's trained and reliable assessors.

As with the CLASS and ratio/group size elements, each classroom will be assessed using the appropriate tool for the setting. Each selected classroom is assigned a point value based on the ERS score. Points for assessed classrooms are averaged for the site rating. The decimal is dropped and the whole number is reported as the site's points for this element.

Individual classroom scores are calculated by adding item scores and averaging by the total number of items.

Classroom	Classroom ERS Score	Classroom Points	Points average	Total Element 6 Points
A	5.37	4	4.67	4
B	5.63	5		
C	5.50	5		

In classrooms with multiple age groups, use the age level tool appropriate for the majority of children. If children are equally distributed, consult the State Master Anchors for advice.

5 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.5

OR

Current National Accreditation approved by the California Department of Education

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Detail: See Point Value 4 Detail for requirements of independent assessment.

National Accreditation may be used to satisfy the Point Value 5 criteria as an alternative to achieving a minimum ERS scale score of 5.5. Currently, National Accreditation at Point Value 5 refers to the National Association for the Education of Young Children (NAEYC).

Other National Accreditation must be approved by the California Department of Education prior to awarding the site five points for this element.

The rated site has the option to choose to earn five points through either independent assessment or national accreditation.

Core 3: Program and Environment

Element 7. Director Qualifications (Centers Only)

1 POINT

Indicator: 12 units of core ECE/CD (early childhood education, child development, family/consumer studies, or related field), plus 3 units in management/ administration.

2 POINTS

Indicator: 24 units of core ECE/CD, plus 16 units of General Education, plus 3 units of management/ administration

OR

Master Teacher Permit

3 POINTS

Indicator: Associate's degree with 24 units of core ECE/CD, plus 6 units of management/ administration plus 2 units of supervision **OR**

Site Supervisor Permit **AND**

21 hours PD annually

4 POINTS

Indicator: Bachelor's degree with 24 units of core ECE/CD, plus 8 units of management/ administration

OR

Program Director Permit **AND**

21 hours PD annually

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5 POINTS

Indicator: Master's degree with 30 units' core ECE/CD including specialized courses, 8 units of management/ administration

OR

Administrative Credential AND

21 hours PD annually

DETAILS (POINTS 1, 2, 3, 4 & 5)

Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Center director is responsible for:

- Scheduling staff in accordance with licensing requirements and site needs
- Managing of all aspects of employee relations including performance review and training
- Meeting all licensing regulations, agency policies and procedures and the Education Code as applicable
- Accurate update of records on site including but not limited to enrollment, attendance, meal counts, daily logs, curriculum, child observations, and parent participation
- The Designee for ensuring implementation of requirements of funding, including assessment, screening, curriculum, etc.
- The legal Designee to send and/or receive legal documents (i.e., restraining orders, suspected child abuse reports, unusual incident reports, etc.)

A director who is responsible for two or more sites may serve as the “program director” of all of the site locations provided that a person meeting qualifications at Point Value 1 is employed for each individual site/location. In this instance, both the “program director” and a designated lead teacher will meet the educational qualifications of center director.

Based on the California Code of Regulations, Title 22 sections 101215 and 101215.1

For example, state preschools located on the grounds of elementary school may have a “program director” of all the state preschool locations; however, at least one teaching staff person of a state preschool on each site must meet the educational qualifications of “center director.”

Method to verify 21 hours of professional development is a local consortium decision.

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Note for clarification: Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for three points.

For Point Values 2 through 5, qualifications are entered into the workforce registry for all administrators employed at the site. All higher education units are calculated by semester units (quarter units are converted to semester units).

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Glossary

Age groups are defined by QCC as:

- Infants – Birth through 17 months, or as defined by the assessment tool
- Toddlers – 18 through 35 months, or as defined by the assessment tool
- Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

Ages and Stages Questionnaire® (ASQ) is a series of 19 parent-completed questionnaires designed to screen the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, personal social skills, and overall development across time. The age-appropriate scale is completed by the parent or caregiver. The items on the scale represent behaviors the child should be able to perform at that age.

Ages and Stages Questionnaire®: Social Emotional (ASQ:SE) Modeled after the ASQ, the ASQ: SE is a series of questionnaires about young children's social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.

California State Preschool Programs serve eligible three- and four-year-old children in part-day and full-day services that are developmentally, culturally, and linguistically appropriate. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

Center director provides direct on-site supervision and administrative support to teaching staff and children, provides ongoing communication with public and private agencies, and support to families in an early care setting with at least one classroom. For additional clarification, see the Detail section under Element 7 in this guide.

Certified CLASS® observer is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.

Classroom Assessment Scoring System® (CLASS®) is an observation tool designed by the University of Virginia to measure the quality of classroom processes and teacher-child interactions.

CLASS Affiliate Trainer receives certification through Teachstone, LLC. Certification is given to trainers who pass reliability on the CLASS tool and participate in Teachstone's Train-the-Trainer program. These trainers should be able to produce a certificate

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indicating that they successfully completed the Train-the-Trainer program along with a certificate demonstrating their current reliability on the CLASS tool (must be renewed annually). Certification is specific to each CLASS tool and its associated age group.

CLASS observation, also known as a CLASS assessment, is conducted by a Certified CLASS Observer.

Classroom is defined for the purpose of the QCC as:

- One teaching team using the same physical classroom space and working with the same age group.
- A group of children under a single teaching team. A classroom may be full-day or half-day. The definition of “group=classroom” in half-day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

Core 8 courses:

1. Child Growth and Development
2. Child, Family, and Community
3. Introduction to Curriculum
4. Principles and Practices of Teaching Young Children
5. Observation and Assessment
6. Health, Safety, and Nutrition
7. Teaching in a Diverse Society
8. Practicum

Desired Results Developmental Profile (DRDP) is a child observational assessment (not inclusive of the Desired Results for Children and Families – Parent Survey (optional)).

Desired Results Access supports special educators, administrators, and families in implementing the California Department of Education’s Desired Results Developmental Profile (DRDP (2015)) for infants, toddlers, and preschoolers who have an IFSP or IEP

DRDP Online creates psychometrically valid reports for teachers and also meets the QCC requirements of state-level data.

Early learning site An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

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Evidence-based child assessment/observation tool provides the level of evidence to support the generality of a practice as indicated by research. Evidence may come from empirical evidence, through evaluation reports by an outside source or the developer, or by consensus documents published by a professional organization.

Familiarity with CLASS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the CLASS assessment tool. This can include having attended overview orientations, webinars, training, college courses in which the tool was presented, or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing observations.

Familiarity with ERS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the relevant ERS assessment tool.

Group of children are children who are assigned for most of the day to a specific teacher or a team of teaching staff members and who occupy an individual classroom or well-defined space in a center. For FCCH, the number of children who are enrolled in the FCCH.

Head Start/Early Head Start are federally funded programs promoting school readiness of children under the age of five years from low-income families through education, nutrition, health, social, and other services.

In good standing refers to a licensed child care center or family child care home that currently does not have any of the following: (1) a non-compliance conference; (2) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (3) a probationary license. (See Health and Safety Code Sections 1596.773 and 1596.886.)

Lead Teacher is the adult with primary responsibility for a group of children. For the purposes of rating an early childhood classroom, lead teacher is the adult who meets the minimum licensing requirements as a teacher and any additional requirements for the point-level of the rating. When there is more than one teacher working in a group, the lead teacher shall be considered the person with the highest degree.

Participating sites are licensed centers, family child care homes, and license-exempt settings. Priority is given to participating programs that are serving children with high needs.

Professional Development refers to 21 hours of professional development or continuing education per year, consistent with the professional growth activities described in the Commission on Teacher Credentialing Child Development Permit Professional Growth Manual (http://www.ctc.ca.gov/credentials/manuals-handbooks/PG_Manual_ChildDev.pdf), pages 8 & 9.

QCC Consortium Implementation Guide

Points in QCC are based on sites' level of implementation of each quality element.

Program works with families means families are engaged in the screening process. The results are shared with the family in a confidential and supportive manner. Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

Quality Rating and Improvement System (QRIS) is a "method to assess, improve, and communicate the level of quality in early care and education settings"³.

Regional Coordination and Training and Technical Assistance Hubs (Hubs) are developed for consortia participating in First 5 IMPACT and QCC. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. As a regional body, the Hubs are required to:

- Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs
- Coordinate regional data collection and activities to implement the QCC elements and Systems Functions
- Reduce regional duplication of efforts
- Build local and regional expertise, and incorporate state and federal evidence-based practices models
- Maintain a strong connection to the QCC

Related Field refers to Education, Human Development, or a similar unit-based course that may be counted as a "child development related field" when a "substantial" amount of the coursework is focused on young children ages 0-5. QCC defers to the CTC and the Workforce Registry to determine whether coursework qualifies as a related field.

Reliable CLASS observer is an individual who has demonstrated their ability to observe and rate classrooms based on the CLASS quality indicators.

Teaching team consists of the same group of teachers over time.

Valid and reliable child assessment/observation tool refers to any assessment or tool whereby implementation from one time to the next and from one observer/implementer to the next is likely to yield the same results (reliability), and the instrument or tool measures what it says it measures in the defined audience or group (validity). Often, instrument validity is limited to a specific language, culture, or age group.

LOCAL (SDQPI) DECISIONS FOR RATING

Page	Item	QCC Implementation Guide	Consortia Decisions																																																					
4	III. California’s Approach to QRIS	“...Rating Matrix with local modifications allowed.” (see page 33).	SDQPI will follow the point value allocation/calculation for each element and Tier 2-5. Tier 1 is blocked. This means the site must have at least 1 point in each of the elements as applicable to receive a Quality Site Rating of 1																																																					
6	IV. Early Learning Sites Eligible for Rating	If a site’s license is changed to anything other than “ <i>in good standing</i> ”, the CA-QRIS rating is suspended. “...local consortium may: <ul style="list-style-type: none"> Choose to impose a time period prior to rating without incident Determine reinstatement protocols” 	No time period imposed. Reinstatement protocol: <ul style="list-style-type: none"> The agency notifies SDCOE that they’ve been clear and are now in good standing, and ready to be rated. When probation is over, usually in two years, the agency would get rated. Continue to offer quality improvement resources and supports to those who are not in good standing 																																																					
6 & 7	V. Rating and Monitoring	<p>Rating Guidelines (table)</p> <table border="1"> <thead> <tr> <th rowspan="2">Element</th> <th colspan="5">Point Value</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> </tr> </thead> <tbody> <tr> <td>1 Child Observation/Assessment</td> <td colspan="5">file review at all levels</td> </tr> <tr> <td>2 Developmental and Health Screening</td> <td colspan="5">file review at all levels</td> </tr> <tr> <td>3 Lead Teacher Qualifications and Professional Development</td> <td colspan="5">self-report at all levels</td> </tr> <tr> <td>4 CLASS Assessment</td> <td colspan="2">self-report</td> <td colspan="3">external assessment</td> </tr> <tr> <td>5 Ratios and Group Size</td> <td colspan="2">self-report</td> <td colspan="3">verify by assessor</td> </tr> <tr> <td>6 Environment Rating Scale</td> <td colspan="2">self-report</td> <td colspan="3">external assessment</td> </tr> <tr> <td>7 Director Qualifications</td> <td colspan="5">self-report at all levels</td> </tr> </tbody> </table> <p>Self-report All QRIS sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QRIS Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of local consortium.</p> <p>File Review</p>	Element	Point Value					1	2	3	4	5	1 Child Observation/Assessment	file review at all levels					2 Developmental and Health Screening	file review at all levels					3 Lead Teacher Qualifications and Professional Development	self-report at all levels					4 CLASS Assessment	self-report		external assessment			5 Ratios and Group Size	self-report		verify by assessor			6 Environment Rating Scale	self-report		external assessment			7 Director Qualifications	self-report at all levels					<p>Self-report elements can be either on paper or by online. Operational systems are needed for the two file reviews – paper and digital will be accepted.</p> <ul style="list-style-type: none"> Self-Report Process for Element 3 & 7 (LT & Director): Individuals assigned to position for Quality Rating purpose, will be verified with assigned affidavit signed by the agency/provider approved CA Workforce Registry Administrator with access to view employees. The site leader/director confirms (signed affidavit) in the WF registry report, the teacher who has been teaching the session the longest period of time that school year, as being the Lead Teacher in each session <p>File reviews on paper and/or digital will be accepted. Will occur in-person during an observation visit by external rater.</p> <ul style="list-style-type: none"> File Review Process For Element 1, 2-5 Points --When verifying Child Observation Tool, paper or digital copies of completed assessment tool must be from the creators or authors of the tool AND program 'uses' the assessment/tool to access and analyze results and those results (whether individual information or aggregated group data) are used to inform practice.
Element	Point Value																																																							
	1	2	3	4	5																																																			
1 Child Observation/Assessment	file review at all levels																																																							
2 Developmental and Health Screening	file review at all levels																																																							
3 Lead Teacher Qualifications and Professional Development	self-report at all levels																																																							
4 CLASS Assessment	self-report		external assessment																																																					
5 Ratios and Group Size	self-report		verify by assessor																																																					
6 Environment Rating Scale	self-report		external assessment																																																					
7 Director Qualifications	self-report at all levels																																																							

		<p>Two children’s files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One-hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives.</p> <p>As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or database files (such as for child assessment, or health and developmental screening). Evidence must demonstrate 100 percent compliance consistent with Implementation Guide requirements.</p>	<ul style="list-style-type: none"> File Review Process for Element 1, 4 Point Level -- During file review, must verify that two annual assessments are complete as specified by DRDP implementation guidelines, and only verify 60 days after first day of attendance and 6 months after the initial assessment completion date).
8 & 9	V. Rating and Monitoring	<p>Frequency of Site Rating Decision to re-rate a site between rating periods, is usually a local decision.</p> <ul style="list-style-type: none"> “...re-rating is required when there are changes to a site license, such as change of physical location.” Local decisions that may trigger reconsideration of the rating before the rating period has include: Significant turnover in staff; New director; Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom; Significant licensing violation; Other evidence of changes related to the criteria upon which they were rated; Other reasons determined by local consortium 	A re-rating is triggered only when there is a change of the site license, which includes: change in age group/s being served, change of physical location, and change in capacity. No other changes will be monitored to trigger a re-rating between rating periods.
9	V. Rating and Monitoring	<p>Communicating the Site Rating Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as “beginning,” “achieving,” and “advancing;” or use another communication system to convey rating information to the public.</p>	No change to how we communicate ratings; continue as Tier 1-5 ratings.
11	VI. Assessing Classrooms	<p>Parameters for Selecting Classrooms The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.</p>	The number of children required to be present will not change for local consortia implementation: At least 50% of students must be present for an ERS/CLASS review for center-based programs. Only one child present for FCC.

11 & 12	VI. Assessing Classrooms	<p>Announced vs. Unannounced Visits Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on ERS and CLASS will occur the day of the visit.</p>	<p>Anything dealing with classroom assessments outside of external reviews can be announced.</p> <p>External reviews are unannounced. Review team will provide a 4-week scheduled window of time for the classroom reviews. Sessions selected for external review are randomly selected. Black out no more than 20 special school days in a year. Consideration for 20/21: Reviews may be completed 30 days after a new teacher starts or 30 days' worth of subs.</p>
12	VI. Assessing Classrooms	<p>Use of Existing Assessments "...consortium shall accept ERS and CLASS assessments previously conducted in lieu of the county consortium sending an assessor..."</p> <ul style="list-style-type: none"> Performed by a valid and reliable external assessor (including CDE Early Education Support Division Field Services Office Consultants (CDE EESD FSOs) who are reliable ERS assessors) 	<p>Will accept CDE consultant reviews conducted, who are ERS reliable, if all implementation guide requirements have been met.</p>
12	VI. Assessing Classrooms	<p>Recommendations for Observations Using the CLASS Tool The consortium agreed the <i>CLASS observation</i> may be conducted in classrooms with at least one child present. Local consortium policy guides other observation protocol, such as:</p> <ul style="list-style-type: none"> When a classroom receives a CLASS assessment (e.g., if at a lower points-level than required in the rating matrix) The number of children in the classroom (or target age level) need to be present in order to observe and if/when to reschedule an assessment to maximize attendance 	<p>Programs will still receive external reviews, regardless if at the lower points-level than required in the rating matrix.</p> <p>The number of children required to be present will not change for local consortia implementation: At least 50% of students must be present for an ERS/CLASS review for center-based programs. Only one child present for FCC.</p>
12 & 13	VI. Assessing Classrooms	<p>Guidelines for Use of CLASS in Multi-age Classrooms Determining whether one tool or two will be used in multi-age classrooms:</p> <ul style="list-style-type: none"> If using one tool to determine which measure(s) to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool. "When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by..." 	<p>Will only use one age-level tool in a multi-age classroom. In multi-age classrooms, age of tool used will be determined by the majority age of the children present.</p>

15 & 16	VII. Environment Rating Scale Anchors and Assessors	Local ERS Assessors Local consortia determine next steps after a third failed attempt at reliability during IRR.	Assessors have 3 attempts to pass inter-rater reliability. We will not use reviewers if not able to pass in 3 attempts.
16	VII. Environment Rating Scale Anchors and Assessors	Local ERS Assessors There are two ERSI-recommended levels of ERS assessor: <ul style="list-style-type: none"> • "Level one ERS assessors must achieve 90 percent..." • "Level two ERS assessors shall achieve 85 percent reliability..." Some consortia do not distinguish between level 1 and level 2 ERS assessors, requiring all assessors to achieve and maintain a minimum of 85 percent reliability and use assessors only to carry out assessment responsibilities.	We will not distinguish between level 1 and level 2 assessors. All assessors must maintain a minimum of 85% ERS reliability.
18	VIII. Regional CLASS Trainers and Observers	CLASS Drift Testing Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.	Reviewers will not be used if unable to pass CLASS drift testing in 3 attempts
21	Appendix II: Guidance for Rating Elements by Points	Element 1. Child Observation <i>2 POINTS Detail</i> Local consortium may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at a minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.	Element 1, 2 Points—At 2 points, local consortia has decided to add ASQ-3 and only give credit to the list of evidence-based child assessment/observation tools provided at 2-point level. Since no other credit will be awarded for other tools, no local guidelines will be created for identifying evidenced-based child assessments/observation tools.
21 - 23	Appendix II: Guidance for Rating Elements by Points	Element 1. Child Observation <i>3 POINTS, 4 POINTS, 5 POINTS</i> Programs without evidence of twice annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in two ways. Option 1. Programs may show evidence from prior year of two cycles of assessment. Option 2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)	<i>Twice-annual assessments are confirmed in the same manner for 3-5 points.</i> Option 2. Verification process for programs without evidence of twice annual child assessments from prior year. When file review/rating visit occurs prior to second assessment due date, a follow up rating visit is scheduled to collect second annual child assessment scores. Same child file(s) will be reviewed as initial rating visit.

24	Appendix II: Guidance for Rating Elements by Points	Element 2. Developmental and Health Screenings <i>2-5 POINTS Indicator</i> "....at entry"	2 Points: "At entry" is defined as 30 calendar days within the first day of attendance (alignment to title 22) 3-5 Points: "At entry" is defined as 60 calendar days within the first day of attendance
24	Appendix II: Guidance for Rating Elements by Points	Element 2. Developmental and Health Screenings <i>3 POINTS Detail</i> In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.	
28	Appendix II: Guidance for Rating Elements by Points	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH) <i>3 POINTS Detail</i> Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the TQRIS rating. Professional development includes, but is not limited to, the Continuous Quality Improvement Pathways. Method to verify 21 hours of professional development is a local consortium decision.	Point Levels 3-5, Professional Development: "Other Activities" determined by consortia include CDE CECO modules, Conferences, Symposia, workshops approved by SDQPI staff, SDQPI provided PD, Teaching Pyramid Framework related PD, Teachstone/WestEd PD. Criteria: Anything funded partially by F5/CDE, SDQPI coaching, anything related to quality improvements to Early Childhood settings that is pre-approved by SDCOE staff according to a quality presentation checklist aligned to the QCC Continuous Improvement Professional Development Pathways. SDCOE will implement the draft of the State QCC PD approval form as a pilot for FY 2020-21. Point Levels 3-5, Method to Verify 21 hours: Consortia will verify professional development hours that count for QCC rating, by utilizing CA Workforce Registry. Coaching hours only count if provided by an SDQPI coach or a coach who was previously and SDQPI embedded coach and participating in the Seal program, or coaches who complete and maintain the SDQPI Coach Seal while working for a participating agency.
29	Appendix II: Guidance for Rating Elements by Points	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH) <i>4 POINTS</i>	Education and professional development will be verified by CA Workforce Registry Reports, so workforce members have information uploaded and current.

		<p>Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met. Method to verify 21 hours of professional development is a local consortium decision.</p> <p><i>5 POINTS Detail</i></p> <p>Consortia may accept at their discretion Option two of the Master Teacher permit if the ECE/CD unit requirement is met.</p>	<p>4 Point: Consortia will accept option 2 of Teacher Permit if ECE/CD unit requirement is met. See CTC CD Permit Matrix.</p> <p>5 Point: Consortia will accept option 2 of Master Teacher Permit if ECE/CD unit requirement is met. See CTC CD Permit Matrix.</p> <p>The Registry calculates the point 4 level of Element 3 in the following and does not add the higher threshold of 3 supervision units included in Option 2 of the Teacher Permit (changes in progress).</p> <ul style="list-style-type: none"> • Associate in ECE = 4 points or • Associate in Related = 4 points or • Associate in all other + 24 ECE/CD units = 4 points or • Site Supervisor Permit = 4 points + <p>21 hours PD Annually (within 12 months date report is run)</p>
29	Appendix II: Guidance for Rating Elements by Points	<p>Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)</p> <p>5 POINTS Indicator and Detail</p> <p>"...IF a substantial amount of the coursework was focused on young children 0 to 5. Substantial is not defined by the California Commission on Teacher Credentialing, and is therefore a local decision)"</p>	<p>If BA was earned in other closely related field, "substantial" is defined as completion of at least 24 units of ECE/CD.</p> <p>The report that the registry sends us will allow us to easily know how many ECE/CD units the person has and we can therefore make an adjustment to the score of the element</p>
30	Appendix II: Guidance for Rating Elements by Points	<p>Element 4. Effective Teacher-Child Interactions: CLASS Observations</p> <p>2 POINTS Detail</p> <p>The decision about what constitutes <i>familiarity with CLASS</i> is a local one.</p>	<p>Element 4, 2 Points: "Familiarity" of the CLASS tool requires certificate of completion of a CLASS overview orientation, webinars, trainings, college courses in which the tool was presented. See Element 3 Environments, 2 points, page 34 for similar discussion topic. Defining 'familiarity' is the same in both areas.</p>

30	Appendix II: Guidance for Rating Elements by Points	Element 4. Effective Teacher-Child Interactions: CLASS Observations 3 POINTS Detail In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone (www.teachstone.org) for advice.	See "Guidelines for Use of CLASS in Multi-age Classrooms", pg. 11-12, for same decision details below: Will not use more than one age-level tool in a multi-age classroom. In multi-age classrooms, age of tool used will be determined by the majority age of the children present. Also noted in Element 4. Effective Teacher-Child Interactions: CLASS Observations, page 30/31.
33	Appendix II: Guidance for Rating Elements by Points	Element 5. Ratios and Group Size (Centers Only) 5 POINTS Detail How to handle out-of-ratio and child endangerment is a local decision.	Follow mandated reporter requirements and report any suspected child abuse and neglect to appropriate authorities. Out-of-Ratio: If there is a concern regarding the ratio at any licensed care facility, then SDQPI staff/reviewer are to contact LetUsNo@dss.ca.gov
35	Appendix II: Guidance for Rating Elements by Points	Element 6. Environment 2 POINTS Detail <i>Familiarity with ERS</i> can include having attended overview orientations, webinars, trainings, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.	Element 6, 2 Points: "Familiarity" of the ERS tool requires certificate of self-report and/or certificate of completion of an ERS "overview orientation, webinars, trainings, college courses in which the tool was presented." See Element 4 CLASS, 2 points, page 30 for similar discussion topic. Defining 'familiarity' is the same in both areas.
36	Appendix II: Guidance for Rating Elements by Points	Element 6. Environment 3 POINTS Detail Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other method determined locally to enable teachers/sites to review environment quality and set goals for improvement.	Local consortia require that ERS assessment tool is used and completed by a non-reliable observer and results used to inform a QIP plan developed within 6 month of the completion of self-assessment. Whole tool assessment must be utilized.
37	Appendix II: Guidance for Rating Elements by Points	Element 7. Director Qualifications (Centers Only) Method to verify 21 hours of professional development is a local consortium decision.	See Element 3, pg. 28, for Consortia decision of verifying professional development hours as the process and decision details are the same: Point Levels 3-5, Professional Development: "Other Activities" determined by consortia include CDE CECO modules, Conferences, Symposia, workshops approved by SDQPI staff, SDQPI provided PD, Teaching Pyramid Framework related PD, Teachstone/WestEd PD. Criteria: Anything funded partially by F5/CDE, SDQPI coaching, anything related to quality improvements to Early Childhood settings that is pre-

			<p>approved by SDCOE staff according to a quality presentation checklist aligned to the QCC Continuous Improvement Professional Development Pathways. SDCOE will implement the draft of the State QCC PD approval form as a pilot for FY 2020-21.</p> <p>Point Levels 3-5, Method to Verify 21 hours: Consortia will verify professional development hours that count for QCC rating, by utilizing CA Workforce Registry.</p> <p>Coaching hours only count if provided by an SDQPI coach or a coach who was previously and SDQPI embedded coach and participating in the Seal program, or coaches who complete and maintain the SDQPI Coach Seal while working for a participating agency.</p>
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Key Changes and Clarifications in the June 2020 Implementation Guide Update

Intended Audience for this Guide Section:

- “Additional resources for QCC Consortium members can be found at www.qualitycountsca.net” was added.

California’s Approach to QRIS Section:

- Language about the history of QRIS in California and individual funding streams was removed.

Rating and Monitoring Section:

- The definition of “external assessors” was updated to clarify that they are deployed by the local QCC Consortium, and that the term can refer to someone reliable on the ERS, certified on the CLASS, or both.
- References to ERS authors were removed because State Master Anchors no longer certify reliability with the tool authors.

Frequency of Site Rating Section:

- The frequency of ratings was changed from two years to three or five years, depending on tier. Tier 4 and 5 ratings are now valid for five years; Tier 1, 2, and 3 ratings are valid for three years.

Communicating the Site Rating Section:

- Language was changed to state that formal ratings, including effective dates, must be made available to the public.

Assessing Classrooms Section:

- Language was amended to clarify that the State Master Anchors, rather than the tool authors, can provide clarification on using the ERS or CLASS in mixed-age classrooms.

Environment Rating Scale Anchors and Assessors Section:

- Updates and clarifications were made to more accurately describe the role of Statewide Master Anchors.



- Master Anchors maintain reliability to one another through recertification every 18 months with drift checks every six months.
- Master Anchors reach consensus about questions that arise during assessment and disseminate responses and clarifications to local Anchors to ensure consistent interpretation across the QCC.
- Updates and clarifications were made to more accurately describe the role of Regional ERS Anchors.
 - Regional ERS Anchors must recertify every 18 months rather than annually.

Appendix II: Guidance for Rating Elements by Points:

- Element 1. Child Observation:
 - “Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element” was added.
 - At the 4-point level, language was updated to state that All users of *Desired Results Developmental Profile* (DRDP) must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.
 - At the 5-point level, “DRDPTech” was changed to “DRDP Online.”
- Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH):
 - A clarification stating “Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element” was added.
 - For point values 2 through 5, a clarification was added explaining that higher education units are calculated as semester units. Quarter units are converted to semester units.
 - The following language was added: “For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1. For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, www.ierf.org. Additional organizations approved by CTC for transcript evaluation can be found at



[https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8.](https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8)”

- “*Annually* in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium” was added.
- The following statement was added: “For 4- and 5-point value, BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. Substantial is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing’s approach.”

- Element 6. Environment:

- At the 4-point level, the following table was added as an example of the scoring methodology for a multi-classroom site:

Classroom	Classroom ERS Score	Classroom Points	Points average	Total Element 6 Points
A	5.37	4	4.67	4
B	5.63	5		
C	5.5	5		

- Element 7. Director Qualifications (Centers Only):

- The following note for clarification was added: “Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for 3 points.”
- For point values 2 through 5, a clarification was added explaining that higher education units are calculated as semester units. Quarter units are converted to semester units.

Glossary:

- Age group definitions as defined by QCC were clarified as follows:



Infants – Birth through 17 months, or as defined by the assessment tool

Toddlers – 18 through 35 months, or as defined by the assessment tool

Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

- The definition of the Ages and Stages Questionnaire®: Social Emotional (ASQ:SE) was expanded as follows: “Modeled after the ASQ, the ASQ:SE is a series of questionnaires about young children’s social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.”
- “Certified CLASS Observer” was added to the glossary with the following definition: “A Certified CLASS Observer is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.”
- “Early learning site” was added to the glossary with the following definition: “An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.”
- The definition of “related field” was updated to read as follows: “Related Field refers to Education, Human Development, or a similar field that may be counted as a related field IF a 'substantial' amount of the coursework is focused on young children ages 0 to 5. QCC defers to the CCTC and the Workforce Registry to determine whether coursework qualifies as a related field.”

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services
Exhibit "D": Data Management System Use**

I acknowledge that SDCOE is not liable in the event that Agency, its officers, agents, or employees uses any Data Management System fields that are not required data fields necessary to meet San Diego Quality Preschool Initiative reporting requirements, as specified in Exhibit "A": Scope of Work and Exhibit "B": SDQPI Data Reporting Timelines.

I acknowledge that SDQPI funds are used to provide access to the Agency for the use of this Data Management System, and this access is limited only to the SDQPI required data fields. Notwithstanding the provisions of Article 18 of the contract, the Agency will accept all liability for any use of the Data Management System which is inconsistent with this Agreement or system provider terms of use.

Signature

Gina A. Potter, Ed. D. - Superintendent
Print Name & Title

August 13, 2020
Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:

The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 553898) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2020-21.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2020-21 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 553898] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
 - three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT school sites will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT school sites that choose to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$15 per hour (not to exceed a total of \$250 per person) to provide supervision during child activity groups.
 - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
 - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. No religious or faith-based information will be disseminated or promoted through the programs and services offered under this Agreement.

The term of this agreement is August 1, 2020 to June 30, 2021.

JEWISH FAMILY SERVICE

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Signed: _____

Name: Lea Bush, MSW/MPA

Name: Marilyn Adrianzen

Title: Senior Director of Family & Community Services

Title: Chief Business Official

Date: _____

Date: _____

Board Approved: _____

For further information, please contact:

Autumn Weidman (858) 637-3021
8804 Balboa Avenue
San Diego, CA 92123

District Address:

Lorena Varela-Reed, Director
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3583 or Claudia Uribe x3674

Jewish Family Service and San Ysidro School District
2020-21 Memorandum of Understanding

ADDENDUM

Both Jewish Family Service and the San Ysidro School District (Parties) agree to the following:

• **INDEMNIFICATION:**

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

• **INSURANCE:**

JEWISH FAMILY SERVICE shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Amendment to Jewish Family Service Memorandum of Understanding 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.

JEWISH FAMILY SERVICE

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY
EDUCATION (PIQE)

BACKGROUND INFORMATION:

The Parent Institute for Quality Education (PIQE) creates partnerships between parents, students and educators to further students' academic success. As a result of their work in parent engagement, more than 1.5 million under-served student's educations have been enhanced since their inception in 1987. Public schools value them, parents need them, and students use them as a springboard to their own personal and career success.

PIQE will provide its Early Childhood Development Program for the preschool parents of the children enrolled in the district during the 2020-21 school year. PIQE will recruit parents by phone, provide an orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the preschool leadership team, culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will empower parents to address the educational needs of their preschool-aged children.

RECOMMENDATION:

Approve the agreement with the Parent Institute for Quality Education to provide virtual workshops to parents of preschool students during the 2020-21 school year at no cost to the district.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement - Action: 3.3: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Ms. Manuela Colom, Executive Director of Curriculum, Instr. and Innov.
From: Ms. Carmen Russian, Executive Director
Date: June 17, 2020

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and San Ysidro School District agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its Early Childhood Development Program for the preschool parents of the children enrolled in the district above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their preschool-aged children.
- B. Virtual Services: Due to COVID-19 safety measures, PIQE is prepared to provide on-line services. For virtual services, PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).
- C. Session Dates: September 1st – October 27th and September 3rd – October 29th, 2020

Program funding: This program is funded by grant support from San Diego Foundation.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. **Initials:** _____

Now Anything is Possible!

22 West 35th Street, Suite 203, National City, CA 91950
Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

I accept these services at the San Ysidro School District under the terms and conditions noted.

Marilyn Adrianzen, CBO

Date
Board Approved: _____

Parent Institute Representative: _____
Ms. Carmen Russian, Executive Director PIQE

Now Anything is Possible!

22 West 35th Street, Suite 203, National City, CA 91950
Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

14B.14
Page 3 of 4

Parent Institute for Quality Education (PIQE) and San Ysidro School District
2020-21 Memorandum of Understanding

ADDENDUM

Both Parent Institute for Quality Education (PIQE) and the San Ysidro School District (Parties) agree to the following:

- **INDEMNIFICATION:**

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

- **INSURANCE:**

PIQE shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Amendment to PIQE's Memorandum of Understanding 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.

PARENT INSTITUTE FOR QUALITY EDUCATION
Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)

BACKGROUND INFORMATION:

The Parent Institute for Quality Education (PIQE) creates partnerships between parents, students and educators to further students' academic success. As a result of their work in parent engagement, more than 1.5 million under-served student's educations have been enhanced since their inception in 1987. Public schools value them, parents need them, and students use them as a springboard to their own personal and career success.

PIQE will be providing family engagement courses during the 2019-20 school year at the seven schools in our District. PIQE will recruit parents, provide a needs-assessment session, will conduct a series of weekly training sessions for parents and will have a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

RECOMMENDATION:

Approve the agreement with the Parent Institute for Quality Education to provide parent workshops at seven K-8 school sites during the 2020-21 school year at an estimated cost of \$42,000.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement - Action: 3.3: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

Renewal New Amendment Ratify Other _____

Financial Implications?

Yes No

ESTIMATED

\$42,000.00

(Amount)

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

Yes No

Title I Fund

(Name of funding source and/or location)

Requisition #

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of August, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Parent Institute For Quality Education (PIQE)
Company/Consultant

(619) 420-4730
Telephone Number

22 W. 35th Street, Suite 206, National City, CA 91950
Address

www.piqe.org
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: August 14, 2020

To: June 30, 2021

The Initial 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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.

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

(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").

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Parent Institute for Quality Education (PIQE)
Name:	Carmen Russian
Title:	Executive Director
Address:	22 W. 35 th Street, Suite 206
City/State/Zip Code:	National City, CA 91950
Telephone:	(619) 420-4730
Email:	crussian@piqe.org

DISTRICT:	San Ysidro School District
Name:	Manuela Colom
Title:	Executive Director
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476 x3027
Email:	Manuela.colom@syzdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Parent Institute for Quality Education
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

_____(Initial) Consultant's individuals/employees 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.

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____



MEMORANDUM OF UNDERSTANDING

To: Gina A. Potter, Ed.D., Superintendent
From: Carmen Russian, Executive Director
Date: August 4, 2020

In consideration of the recitals and mutual obligations of the parties herein expressed, the Parent Institute for Quality Education (PIQE) and San Ysidro School District (SYSD) agree as follows:

Recitals:

Recitals:

- A. Scope of Services: PIQE will provide a family engagement course for the parents of the children enrolled in the seven schools in the district above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four core sessions or more. The training is designed to develop skills and techniques that enable parents to address the educational needs of their school-aged children.
- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).
- C. Location: La Mirada Elementary, Ocean View Hills, San Ysidro Middle, Smythe Elementary, Sunset Elementary, Vista del Mar Middle and Willow Elementary of the San Ysidro School District.
- D. Period of Performance: During School Year 2020 – 2021.

Compensation:

1. The San Ysidro School District agrees to pay a flat fee of (no less than \$6,000) per school for the implementation of the PIQE programs. The flat fee covers the cost of (1 or 2) instructors and Parent Engagement in Education course material for a maximum of (35 – 70). In addition, a fee of \$150.00 will be assessed for each parent graduate (those who attended four or more classes during the 8-week course) exceeding the 70-parent maximum. **Initials** _____
2. If any of the schools is interested in opening an additional class the district will agree to pay an additional \$2,000. **Initials** _____

22 W. 35th Street Suite 203, National City, CA 91950
 Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

Copyright Protections: PIQE owns all products and all content contained in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE.

I accept these services at San Ysidro School District under the terms and conditions noted.

Marilyn Adrianzen, Chief Business Official
San Ysidro School District

Date

Board approved: _____

Carmen Russian, Executive Director PIQE



**PIQE Online Parent Engagement Program
ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION**

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<p>In preparation for the Parent Engagement Program</p>	<p>PIQE Best Practices Presentation For Teacher and School Administrators</p> <p>Time requested: 60 minutes</p>	<p>PIQE staff will share with the individuals selected by the school administration, the most common and most effective practices used when engaging families online.</p> <ol style="list-style-type: none"> 1. Create with school staff two or three objectives for their two presentations. Examples: <ol style="list-style-type: none"> a. Increase parents' awareness of student workload and expectations while distant learning is in effect b. Explain to families the platform that the school is using for distance learning. c. Ensure parents understand the school resources and services that can support their children's academic progress, etc. 2. Identify staff needs i.e. translation support, technical assistance with online platform, etc. 3. Help staff break presentation time into sections to allow Q & A.
		PARENT ENGAGEMENT PROGRAM
<p>Week No.</p>	<p>PIQE TOPIC/DESCRIPTION</p>	<p>SPECIFIC OBJECTIVES</p>
<p><i>Week 1:</i> Orientation Session</p> <p>Presentation time will be evenly divided between PIQE and school staff.</p>	<p>The school Principal extends a welcome to parents and introduces PIQE staff members. PIQE coordinators outline the expectations and commitments of the program. <u>The second part of the session</u> is an opportunity for the school to present the learning expectations, features on their online classroom platform, logistics for the school year 2020-2021, or address any pressing</p>	<p>During this session, parents identify concerns regarding their children's education and understand the importance of building a positive relationship with their child's school.</p> <ul style="list-style-type: none"> • Understand PIQE's mission and history. • Learn directly from their school, the learning expectations and logistics for the school year 2020-2021 • Have an Increased awareness of student workload and expectations while distant learning. • Have an increased sense of urgency about the most pressing issues their children will face during their education. • Become motivated to enroll in PIQE's nine-week parent involvement program, to learn more about the education system, develop or improve digital literacy skills and have the tools to support their students both academically and emotionally.



PIQE Online Parent Engagement Program
ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION



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	<p>issues at the time of the session.</p> <p>Sessions are 75' minutes</p>	
<p>Week 2: 1st Class</p>	<p>Establishing the Collaboration Between Home, School and Community.</p>	<p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Understand the close relationship that should exist between the home, school, and community to support the academic success of their children. • Identify the five key points to help your student make it to a university. • Know the definition and the importance of Socioemotional Learning (SEL) • Recognize ways to identify their own emotions and become self-awareness role models for their children (Self-awareness). • Understand the importance of having a personal email to navigate the digital world.
<p>Week 3 2nd Class</p>	<p>Fostering Self-Esteem and Academic Achievement</p>	<p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Know the correlation between students' self-esteem and their academic performance. • Identify GPA as an important element for increasing our children's opportunities to attend a university. • Identify strategies to develop positive self-esteem in our children. • Know the definition of self-management. • Know self-management techniques to successfully regulate one's emotions, thoughts, and behaviors in different situation (Self-management). • Identify different types of electronic equipment available to connect to the internet.



PIQE Online Parent Engagement Program
ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION



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<p>Week 4 3rd Class</p>	<p>Relating Positive Discipline with Academic Achievement</p>	<p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Understand that discipline is a synonym of “guidance,” rather than “punishment.” • Understand the importance of setting reasonable rules and consequences at home. • Know how to prepare for an effective Parent-Teacher conference. • Know the definition of Relationship Skills. • Be familiar with strategies to help children develop Relationship skills. • Know online security features to protect themselves and their family while using internet.
<p>Week 5 4th Class</p>	<p>Understanding the School System</p>	<p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Know California’s standardized testing system (CAASPP). • Be familiar with the English Language Proficiency Assessment for California (ELPAC) • Know the major reforms to California’s school funding formula (LCFF), including its accountability systems (LCAP and CA School Dashboard). • Know the definition of Social Awareness. • Learn elements of effective communication to empathize with others, including those from diverse backgrounds and cultures (Social awareness). • Be familiar with different forms of social media and how universities are observing students via these online platforms.
<p>Week 6 5th Class</p>	<p>Becoming familiar with College Requirements</p>	<p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Understand that a solid academic foundation prepares students to take high school classes required for college admission. • Be familiar with ways to finance a college education. • Know California’s Higher Education Systems • Identify steps a person must take to make a responsible decision both in-person and in virtual settings (Responsible Decision Making).



PIQE Online Parent Engagement Program
ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION



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<p><i>Week 7</i> Principal's Dialogue</p>	<p>Principals, Vice Principals, and/or School Counselors respond to parents' questions, concerns, and suggestions. They also provide parents with access/referrals to school team members, online resources, and address any pressing issues at the time of the session.</p>	<p>This forum encourages parents to participate in school activities, meet with their child's teacher and/or counselor regularly, and stay involved in their child's education.</p> <p>Upon completion of the class, parents will be able to:</p> <ul style="list-style-type: none"> • Identify the challenges parents are facing while on distance learning. • Understand the importance of communicating with the school counselor using the school portal, to ensure that our students are taking college preparation classes and meeting graduation requirements.
<p><i>Week 8</i> Graduation</p>	<p>The course culminates with a graduation ceremony in which parents are awarded certificates of completion by the school Principal. Parent participants are also invited to share their experiences in PIQE's Online Parent Engagement program.</p> <p>Perfect attendance is recognized.</p>	<p>This last session cements the parent's responsibility to support their student and work with their school community. Family members attend the ceremony, so students can cheer for their parents as they model how graduating feels and it becomes a positive memory for parents and their children.</p>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY FOR
STUDENT TEACHING/CLINICAL PRACTICE PARTNERSHIP

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Point Loma Nazarene University for student teaching/clinical practice. This agreement will allow the District to validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.

RECOMMENDATION:

Approve the agreement renewal with Point Loma Nazarene University for student teaching/clinical practice from September 1, 2020, through August 31, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro School District** (the “District”).

Whereas, the University’s curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher (“Student Teaching/Clinical Practice”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a “Student Teaching/Clinical Practice Candidate”) for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate’s normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate’s other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a “Cooperating Teacher”). Cooperating Teachers shall meet the following criteria:
1. The Cooperating Teacher shall be a full-time member of the District’s faculty.
 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the “University Supervisor”) in accordance with all CCTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Student Teaching/Clinical Practice Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their student teaching experience and for the duration of their student teaching experience

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

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

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from September 1, 2020 through August 31, 2023. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
 Title: Provost and Chief Academic Officer
 Address: Point Loma Nazarene University
 3900 Lomaland Dr.
 San Diego, CA 92106

_____ Date: _____
 Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
 Title: Dean, School of Education
 Address: Point Loma Nazarene University
 4007 Camino Del Rio South, Suite 400
 San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173

Title: Chief Business Official

_____ Date _____
 Authorized Signature Board approved: _____

Contact person: Linda Gonzales, HR & Credentialing Coordinator
 (619) 428-4476 x3013
 linda.gonzales@syzdschools.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY FOR
FIELDWORK PLACEMENT

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Point Loma Nazarene University for Fieldwork placement. This agreement will allow the District to accept university students for fieldwork practice.

RECOMMENDATION:

Approve the agreement renewal with Point Loma Nazarene University for fieldwork practice from September 1, 2020, through August 31, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro School District** (the “District”).

Whereas, the University’s curriculum requires advanced program candidates to complete a fieldwork experience working under the supervision of a University site supervisor and teaching candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher (“Fieldwork Candidates”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept University students for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate’s other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District’s faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.
 - 3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The Dean of the School of Education shall designate an appropriate person to supervise the Advanced Program Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CCTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Advanced Program Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Advanced Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising an Advanced Program Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Advanced Fieldwork Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Advanced Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Advanced Program Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Advanced Program Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Advanced Program Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of PLNU Students

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Student’s performance or unsatisfactory conduct in the Fieldwork Placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health

and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful

misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

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

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from September 1, 2020 through August 31, 2023. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173

Title: Chief Business Official

Authorized Signature Date: _____
Board approved: _____

DISTRICT CONTACT:

Linda Gonzales, HR & Credential Coordinator
Human Resources Department
(619) 428-4476 x3013

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH NAUMANN HOBBS MATERIAL HANDLING FOR
PLANNED MAINTENANCE AGREEMENT

BACKGROUND INFORMATION:

During the school year repairs and parts are needed on equipment such as forklifts. The District would like to retain the services of Naumann Hobbs for school year 2020-21.

RECOMMENDATION:

Approve the Planned Maintenance Agreement with Naumann Hobbs Material Handling to provide repair services during 2020-21.

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
(Amount)

Routine Restricted Maintenance Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Phoenix, AZ 602.437.1331
 Nogales, AZ 520.281.9445
 Northern AZ 800.893.1331
 Tucson, AZ 520.623.5865
 Yuma, AZ 928.344.8792

Las Vegas, NV 702.873.1382
 Fontana, CA 909.854.5000
 San Diego, CA 858.207.2800

Credit Approval Number _____

Planned Maintenance Agreement

Either party upon written notice may cancel this agreement at any time.
 This agreement supersedes *any other agreement* between us, either expresses or implied.

MAINTENANCE

Additional maintenance will be done only when authorized. Labor, parts, or material will be billed at prevailing prices.

NOTE: normal daily maintenance - topping off fluid levels, cleaning filters, and charging batteries - is the responsibility of the user.

CONDITIONS Machine(s) must be available for servicing when technician arrives or waiting time will be charged at prevailing labor rate unless otherwise agreed in advance. A suitable place must be provided to permit technician to work on machine(s) unrestricted by space limitation or other interferences. On equipment not sold by Naumann/Hobbs Material Handling, we stress the following:

1. We may request that you supply the parts needed or the manuals provided with the equipment by the manufacturer.
2. We assume no responsibility for delays caused by our competitors' inability to provide parts for their equipment.

ESCALATOR CLAUSE All prices shown are subject to review and adjustment based on market costs. Any change will become effective the following billing; no notice of price change will be sent.

CHARGES We propose to furnish Planned Maintenance service for your equipment listed below, according to the schedule shown. Additions and deletions will be made to this agreement as requested. Charges do not include parts or materials. These will be billed at prevailing prices. Battery PM charges assume user will provide a hoist or second lift truck for removing and reinstalling the battery.

TYPE	MAKE	MODEL	SERIAL #	EQUIPMENT #	SCHEDULE	PM CHARGE
	CROWN	20MT	1A376630		90 DAY	\$77.25
	CROWN	WP2335-45	7A250803		90 DAY	\$77.25

Special Instructions

Requested Service Start Times

Call For Soonest Available Schedule Date _____ Within 14-Business Days _____ Begin Month Of _____

Company SAN YSIDRO Customer Number 114477

Billing Address 4350 OTAY MESA RD City SAN YSIDRO State CA Zip 92173

Physical Address 4350 OTAY MESA RD City SAN YSIDRO State CA Zip 92173

Telephone 619-428-4476 X 3002 Normal Business Hours/Days _____

Additional Repairs May Be Authorized By ARACELI SANCHEZ

Accepted By Marilyn Adrianzen Title CBO Date _____

Naumann/Hobbs Material Handling By MONICA BLAZEVICH Date 8/1/2020



Planned Maintenance Description of Services

The Comprehensive Planned Maintenance Program includes the following Services on your material handling equipment, performed at your location:

Internal Combustion Equipment

1. Blow out radiator core and clean the machine with compressed air.
2. Clean and lubricate grease fittings.
3. Check all Electrical components, Ignition system, Charging system & Starting System.
4. Change engine oil and filter.
5. Check transmission and differential oil level, fill if necessary
6. Inspect air filter, replace if necessary.
7. Inspect upright for proper adjustment and operation
8. Check battery condition, clean if necessary.
9. Inspect hydraulic sump filter, clean or replace if necessary.
10. Check hydraulic oil level, fill if necessary.
11. Inspect hoses and connections.
12. Check steering gear box oil level, fill if necessary. (For Older Models).
13. Check power steering oil level, fill if necessary.
14. Inspect power steering for proper adjustment.
15. Inspect hydraulic, oil, and cooling systems for leaks.
16. Check radiator and reservoir for proper coolant level
17. Inspect brake pedal linkage for proper adjustment.
18. Check brake master cylinder, fill if necessary.
19. Check engine PVC valve.
20. Inspect all accessory drive belts, also check for proper tension.
21. Inspect carburetor and accelerator linkage, including choke control.
22. Check distributor points for adjustment and condition. (For Older Models).
23. Inspect spark plugs and Ignition wiring.
24. Inspect lift, tilt, and side shift cylinders for leaks.
25. Inspect tilt cylinder rod ends and anchors, adjust/tighten if necessary.
26. Inspect all tire condition.
27. Physical Inspection of equipment, including safety equipment.
28. Inspect equipment for proper decal location and condition.
29. Operate unit for Safe Operation, "Test Drive".
30. Provide written documentation of all items listed above.
31. Make recommendations of any necessary repairs.

Electric Powered Equipment

In addition to I/C Equipment PM Services, as applicable:

1. Check operation of all controls under load conditions.
2. Inspect speed controller and linkages.
3. Inspect contactors and switches.
4. Inspect motor brushes for conditions.
5. Inspect resistors, contactors, connections and wiring.
6. Check battery voltage, amps, connectors and water level.
7. Check for frame grounds.
8. Inspect load wheels and caster wheels.
9. Check draw bar alignment.
10. Clean machine with compressed air including panels.

Battery CM Service

1. Remove battery from unit (handling equipment required).
2. Clean battery outer case and surface.
3. Clean and inspect battery cables, connectors and contact tips.
4. Inspect battery for damage or needed repairs.
5. Fill battery with water.
6. Test individual cells - voltage & specific gravity.
7. Clean & inspect forklift battery compartment.
8. Inspect motors and cables.
9. Reinstall battery in unit.
10. Test for proper operation.
11. Provide written condition report.
12. Advise recommended repairs.

You can always add our "On-Site" Annual Certification for aerial equipment for an additional charge, based on unit type and size.

Safety + Productivity = Profitability

It is the intent of our Service Program to provide the most complete evaluation of your equipment as possible while performing the above services. We are confident that along with your daily inspection of your equipment, our Maintenance Program will provide the best opportunity for you to extend the life of your equipment, as well as minimizing potential hazards to the safe operation of your equipment, which will provide maximum uptime and improve productivity of your operation.

We thank you for the opportunity to provide this Planned Maintenance Program for your consideration.

Call Us Today!

1.855.282.1212

www.performancepeople.com

Naumann Hobbs Material Handling and San Ysidro School District
2020-21 Maintenance Agreement

ADDENDUM

Both Naumann Hobbs and the San Ysidro School District (Parties) agree to the following:

- **INDEMNIFICATION:**

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

- **INSURANCE:**

Naumann Hobbs shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Amendment to Naumann Hobbs Maintenance 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.

NAUMANN HOBBS MATERIAL HANDLING
Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES

BACKGROUND INFORMATION:

During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Doug's School Bus Safety & Training Services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:

Approve the agreement with Doug's School Bus Safety & Training Services for fiscal 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 2020-2021 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of August 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Doug's School Bus Safety & Training Services
Company/Consultant

(760) 646-0557

Telephone Number

7077 Amestoy Road, Hesperia, CA 92344
Address

douglas_smith@avusd.org

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: July 1, 2020

To: June 30, 2021

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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.

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

Additional Insured Status

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

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Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing

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continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

(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").

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AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

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5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Doug's School Bus Safety & Training Services	
Name:	Douglas Smith	
Title:	Owner/Trainer	
Address:	7077 Amestoy Road	
City/State/Zip Code:	Hesperia, CA 92344	
Telephone:	(760) 646-0557	
Email:	Douglas_smith@avusd.org	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen, CBO	Paulo Azevedo, Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

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6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Phone Number

Board Approved

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SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

_____(Initial) Consultant's individuals/employees 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.

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

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EXHIBIT A

Statement of Work

Doug's School Bus Safety & Training Service - Attached

Doug's School Bus Safety & Training Service

7077 Amestoy Rd. Hesperia Calif. 92344 Phone# 760-646-0557
douglas_smith@avusd.org.com

Doug's School Bus Safety & Training Services will provide San Ysidro School District any of the following services at the rates below:

Classroom instruction by a State Certified Driver Instructor	\$90.00 per hour
Behind the wheel training	\$85.00 per hour
Record keeping	\$85.00 per hour
Pre-trip training	\$80.00 per hour
Travel time	<u>\$25.00 per hour</u>

San Ysidro School District may use Doug's School Bus Safety and Training Services for any of the following services, consisting of but not limited to the following:

Original Classroom Training: Up to 10 students in the class. Average hours of class to meet the state requirements 30 hours. The class will consist of as many as needed. The classroom training will consist of all the units 1-12 from the California Driver Instructor Manual and all needed documentation.

Renewal Classroom instruction. Up to 10 in the class. Average hours of class to meet the state requirements 13 hours. The class will consist of two 6.5 hour classes on two separate Saturdays. The classroom training will consist of units 2,3,5,6,7,8 &10 from the California Driver Instructor Manual and all needed documentation.

Original Behind the Wheel training: One on One training to meet the state requirements and Pass California Highway Patrol drive test. Behind the Wheel training will consist of all the units from the Behind the Wheel Guide and all needed documentation. Average 30 hours.

Pre-trip Training: One on one training to learn the requirements to pass the pre-trip test and all needed documentation. Average 15 hours

Documentation: updating of driver's records as needed to meet California Highway Patrol regulations, All documentation will be done by a state certified driver instructor of the appropriate class

All training will be taught by or in the presence of a state certified driver instructor of the appropriate class as required by education code.

As needed phone consultations.

A fee for travel time and mileage is charged and in the total. (Mileage is charged based on IRS rate.)

Month to month service may be available. Training may be scheduled on Saturday or Sunday.

Account must be paid in full within 60 days of date submitted or a (\$25.00) Twenty-Five Dollars late fee may be charged.

Authorized representative signature

Date

Thank you for your Business

Douglas Smith

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH SCREENCASTIFY AS A GOOGLE CHROME BROWSER EXTENSION

BACKGROUND INFORMATION:

Screencastify is K-12's most popular video creation solution. Teachers, students and administrators in more than 70% of US school districts love using Screencastify to incorporate video in lesson planning, instruction, professional development, assessments, and much, much more.

Screencastify is a simple video screen capture software for Chrome. It is able to record all screen activity inside a tab, including audio.

Educational Services Department would like to purchase District-wide license for Screencastify for teachers, which will benefit them with our Distance Learning Academy.

RECOMMENDATION:

Approve the license agreement with Screencastify to use as a Google Chrome browser extension during the 2020-2021 school year at a total cost of \$5,250.00 from the CARES fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$5,250.00

CARES Fund

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Quote Number: 1389

Date: 07/22/2020

Prepared for:

Todd Lewis
San Ysidro School District
todd.lewis@sysdschools.org

Prepared by:

Screencastify, LLC
227 W Monroe St, Ste 5200
Chicago, IL 60606
sales@screencastify.com

Quantity	Description	Unit Price	Subtotal
1	Record/Edit District License	\$750	\$5250

Term Length: 1 year

Total: **\$5250**

Three year quotes include a 10% discount.

The Fine Print

Thanks for your interest in Screencastify Unlimited, which includes access to unlimited recording and our easy-to-use editor!

This quote is valid for 30 days. All quotes are in US dollars. Offline payments are accepted for orders of \$100 or more. If you're paying with purchase order, please submit this quote to your procurement department and email the signed PO to sales@screencastify.com. Access to Screencastify Unlimited will be unlocked upon receipt of the signed PO.

What is Screencastify?

Screencastify is K-12's most popular video creation solution. Teachers, students and administrators in more than 70% of US school districts love using Screencastify to incorporate video in lesson planning, instruction, professional development, assessments, and much, much more. We believe that video can improve equity and outcomes in every classroom, and are so glad you do too!

Terms of Use

Last updated April 22, 2020



Thank you for using Screencastify! These terms of service (Terms) cover your use and access of our website, our Chrome extension and related software (Services).

These Services are provided by Screencastify, LLC located at 227 W Monroe St. Suite 5200, Chicago, IL 60606 and when not mentioned directly by name, will be referenced through these Terms as “we”, “our”, or “us”.

By using our Services you agree these Terms and to review our [Privacy Policy](#). If you do not agree to these Terms or our Privacy Policy, you should not use our Services.

Changes to Terms. We reserve the right to modify these Terms at any time. We will always post the most current version on our website and notify you should anything material change. If you have acquired a paid license or subscription for our Services, we will notify you (for example by email or showing a message in our software) of any material changes. By continuing to use the Services after the changes become effective, you agree to the revised Terms.

Software. Services may include downloadable software, which may update automatically on your device to newer versions. We grant you a worldwide, non-exclusive and non-transferable right to use the Services for any purpose that does not knowingly infringes on existing intellectual property rights.

Services, Pricing & Renewals. From time to time the Service's features may change, including withdrawing or adding new features as well as changing the price. You may upgrade or cancel your renewal at any time by visiting our website, in My Account > Billing. Please note that full or pro-rated refunds will not be issued.

Until canceled, purchased subscription to the Services will remain active and will automatically renew on each anniversary of your subscription date.

Customers who purchased a one-time subscription to the Services, shall continue to be granted access, but unless expressly stated otherwise, such one-time fee does not include paid upgrades for new features. Additionally, subscriptions made via an offline purchased order shall automatically renew or automatically cancel based on the fee schedule defined within that order.

User Conduct. In connection with your access to the Services, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that by or while accessing or using the Application you will not:

- allow other persons to use your user account, and you agree that you are the sole authorized user of your account; use the Service for any purpose that is unlawful;
- represent yourself as another or as a fictitious individual;
- bypass any measures Screencastify may use to present or restrict access to the Service, or otherwise attempt (by any - means) to gain access to data or information that you are not entitled to access;
- copy, modify, create derivatives of, decompile, or reverse engineer the Service or take any action to interfere with Screencastify's proprietary

- stalk, threaten, or otherwise harass any person;
- interfere with or disrupt Screencastify or the servers or networks connected to Screencastify;
- post Information or interact on Screencastify in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- use Screencastify in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through Screencastify;
- "frame" or "mirror" any part of Screencastify, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; rent, lease, lend, sell, redistribute, license or sublicense Screencastify or access to any portion of Screencastify; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of Screencastify or its contents;
- transfer or sell your user account, password and/or identification to any other party;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; or

Limitation of Liability. To the fullest extent permitted by law, in no event shall Screencastify be liable for any direct or indirect damages, loss of data, business, profits, computer hardware or software. In no event shall Screencastify's liability exceed the greater of 1) amounts paid by you to Screencastify in the past 12 months or 2) \$100.

Warranties

As-Is Services. We strive to provide reliable Services and hope you enjoy using them. But there are things we cannot guarantee. We provide our Services "As is". SCREENCASTIFY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SCREENCASTIFY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Feedback. You may provide feedback regarding the Services, including requests for functionality, features, operation, user friendliness, and suggestions for improvement. All feedback provided is made without warranty, is AS IS, and shall become the property of Screencastify.

Screencastify Communications. By becoming a Screencastify user, you agree to receive communications from us, including via e-mail. Please see our [Privacy Policy](#) regarding the nature, use and ability to unsubscribe from such communications.

the public, and we act only as a passive conduit for your online posting of your Information. Screencastify does not assert any ownership over your Information; rather, as between you and Screencastify, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information. However, in order to enable Screencastify to use your Information, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known for the purpose of providing the Screencastify platform and otherwise for using your information as set forth in our [Privacy Policy](#).

Intellectual Property. All intellectual property and trademark rights in Screencastify shall be owned by Screencastify absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same (the “Intellectual Property”). All other trademarks, logos, service marks, company or product names set forth in the Screencastify are the property of their respective owners. You agree that you will not use Screencastify’s Intellectual Property for any purpose except to the extent necessary to be as user of the Screencastify Services. If you create any materials using the Screencastify Intellectual Property, you agree that upon their creation Screencastify exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Intellectual Property or derivative works based on the Screencastify Intellectual Property. You further agree to assign any interest or right you may have in such materials to Screencastify, and to provide information and execute any documents as reasonably requested by Screencastify to enable Screencastify to formalize such assignment.

arising from the unauthorized use of your user account. Should you suspect that any unauthorized party may be using your user account or you suspect any other breach of security, you agree to notify us immediately. We disclaim all liability, regardless of the form of action, for the acts or omissions of other users (including unauthorized users, or “hackers”).

Third Party Services. You may enable access to certain third party services and web sites (collectively and individually, “Services”) through our software. Use of these Services requires Internet access and may require you to accept additional terms and may be subject to additional fees.

If you choose to connect a YouTube channel to your Screencastify account and publish your videos directly from Screencastify to YouTube, such use is subject to YouTube's Terms of Service.

Indemnity. To the fullest extent of the law, you will defend, indemnify, and hold Screencastify including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of Screencastify, including but not limited to: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party; (3) any allegation that any materials that you submit to us or transmit through Screencastify or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities by you in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Term and Termination. This Agreement is effective upon your creation of a user account. This Agreement may be terminated by Screencastify, without cause, upon written notice.

interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration before the American Arbitration Association (“AAA”) in accordance with the AAA Commercial Arbitration Rules. The place of arbitration shall be Chicago, Illinois. The language to be used in the arbitral proceedings shall be English. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this section and without abridgment of the powers of the arbitrator. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. You agree to the entry of injunctive relief to stop any lawsuit or to remove you as a participant in such a suit. Notwithstanding the foregoing, if you represent an entity or institution subject to state law mandating different dispute resolution terms, Screencastify agrees to such state law requirements.

General. Except as expressly provided otherwise herein, this Agreement shall be governed by the laws of the State of Illinois without regard to choice of law principles. This choice of law provision is only intended to specify the use of Illinois law to interpret this Agreement and is not intended to create any other substantive right to non-Illinois residents to assert claims under Illinois law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Screencastify, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Screencastify shall be given by certified mail, postage prepaid and return receipt requested to Screencastify, LLC, 227 W. Monroe St, Chicago, IL 60606. Any notices to you shall be provided to you through Screencastify or

section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Screencastify with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding Screencastify, please contact our customer support team at [support\[at\]screencastify\[dot\]com](mailto:support@screencastify.com).

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Privacy Policy

Last updated April 22, 2020



Screencastify, LLC (we, us, our) collects and uses information in order to operate Screencastify. This policy explains how we do this and applies to everyone who uses Screencastify or creates a Screencastify account.

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What Information Do We Collect?

We collect the following personal information:

- Email address and other Google account profile information, which is collected when you connect your Google account to Screencastify.
- Information you choose to share with us, for example in an email, website form, support ticket, social media, or survey responses.
- Some technical information about how you use Screencastify, for example the type of device you are using, your operating system, IP address, and length of session.
- Basic application usage data, including but not limited to a timestamped log of videos created and length of videos recorded.

We collect the minimum amount of data required to operate Screencastify.

We measure visitors to our website using Google Analytics. This records what pages you view within our site, how you arrived at our site and some basic information about your computer. We do not track the content you record nor any non-Screencastify web traffic. The information we collect from analytics helps us understand what parts of our sites are doing well, and which need changing. Like most websites, we use this information to improve our customer experience. Please [see here](#) how Google uses data. You can also [opt out](#) if you wish. Any user who identifies themselves as under 13 years old is automatically opted out of our Google Analytics tracking.

How Do We Use Your Information?

We use your information **only** for the following purposes:

- responding to any questions, comments or complaints we receive from you;
- communicating with you about Screencastify for account-related or promotional purposes;
- investigating potentially illegal activities on Screencastify;
- analyzing usage of Screencastify;
- improving Screencastify.

We will never use your information for targeted advertising. We do not build a personal profile of you other than for supporting authorized educational or school purposes, or as authorized by you (or by a parent or guardian if necessary). We also won't use your information for any purposes except those above without letting you know and getting your permission if necessary.

If you are a teacher or school we will work with you as far as we are legally able to accommodate your directions regarding our treatment of personal data belonging to your students, recognizing that the school may be in control of personal data relating to its students.

This includes adhering to a school's requests after Screencastify is no longer in use by a teacher or the school or after this policy is terminated or expires in relation to transfers of students' personal data, deleting students' personal data and making sure that any third parties that work in connection with Screencastify do the same, in each case subject to our legal requirements regarding the use, storage and transfer of such data. You can also request that we provide you with written confirmation of the deletion of your data.

For U.S educational institutions we will work with you to ensure mutual compliance with the Family Education Rights and Privacy Act (FERPA). FERPA is a Federal law that protects personally identifiable information in students' education records from unauthorized disclosure. It affords parents

you may request to access or review your student's records at anytime by contacting your child's school directly.

Who Do We Share Your Information With?

We never rent or sell your information.

We don't share your information except:

- with third party service providers, such as hosting providers or an email service, so that they can provide services to us. In cases where we share student personal data with these third parties, they will be notified and be obligated to comply with the commitments in this policy. We maintain a [list of these third party service providers](#).
- if we have a legal obligation to disclose the information (for example, if a court orders us to).
- if another company buys or invests in our company, or if we go insolvent, or if we merge with another company, in which case the company that receives your information will protect the information in the same way we do. If we transfer our obligations under our terms of use to another company, this may mean that we need to transfer your personal data to that company. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your contract with us within 30 days and if you do so, we will not transfer your data to that company.

All information collected through Screencastify is stored in Google Cloud and hosted in the USA. We take reasonable steps to protect your personal data when it is transferred to Google Cloud, and Google participates in the EU-U.S. Privacy Shield arrangement. This means it safeguards your personal data appropriately.

here.

Children Under the Age of 13

The Screencastify team takes the privacy of students and children extremely seriously. We do not intentionally target our services to students or children of any kind. Educators that have the authority to act on parent's behalf may allow students under 13 to use our services, if such use is for educational purposes, and if this use ensures that students will not provide any personal information and will not share, or otherwise, distribute recordings containing personal information of a student.

Screencastify has taken and upholds the Student Privacy Pledge per the terms consistent on studentprivacypledge.org.

Security

We have strict security measures in place to try to protect your information and make sure that it is not lost, damaged or accessed by anyone who should not see it. Your data is transmitted securely over SSL and stored in Google Cloud. To learn more about Google Cloud's security measures, please visit <https://cloud.google.com/security>.

Additionally, we conduct regular security audits on these services and access to this data is restricted to only authorized employees of Screencastify with suitable training and background checks.

In the unlikely event of an unauthorized disclosure of your data we will notify you by email and, when possible, by telephone, and act in accordance with our legal requirements to resolve such disclosure and prevent any future unauthorized disclosure. Every user affected by the unauthorized disclosure

Videos Recorded with Screencastify

Any video you create with Screencastify belongs to you.

You control where your recordings are stored. When you choose to store your recordings on a third party service, they will be transferred to the respective remote service. Please consult the privacy policy of the applicable third party service provider to see how it handles your files.

If you use some features (like video editing) with recordings stored on Google Drive, we may transfer and process these recordings on remote systems as required to deliver or to speed up the respective feature. We delete any recordings from remote systems immediately after they have been processed.

Your Rights

You can ask us for a copy of your personal information or your child's personal information, which we will send to you as soon as possible (but within 30 days). We may require you to provide verification of your identity before providing a copy of the information we hold.

You can also ask us to correct any information we hold about you that is inaccurate. If you would like us to send you a copy of your information or correct your information, please email us at privacy@screencastify.com.

You can also ask us to delete your account and all the associated personal data held by Screencastify by emailing us at privacy@screencastify.com. We are not able to remotely delete videos created with Screencastify, as these are fully under the user's control.

If you are a school, you may request to review your students' information, have it deleted, and refuse further data collection by emailing us at

California Residents

California law grants additional privacy rights to California residents. In particular, the California Consumer Privacy Act (CCPA) requires businesses to disclose, for the past 12 months, (i) the categories of personal information collected, (ii) the sources of the collected personal information, (iii) the purposes for which the collected personal information is used, (iv) the categories of personal information disclosed for a business purpose, and (v) the categories of any personal information sold. Screencastify provides these disclosures in the following table. (Note that Screencastify does not sell any personal information, even under the broad CCPA definition of a “sale.”)

Personal Information Data Collection

Category	Sources	Purposes	Disclosures
Identifiers	Website visits and customer applications	For customer registration, to enable Screencastify's services and to allow Screencastify to communicate with you	To service providers for the purpose of providing services to you or on Screencastify's behalf
Internet or other similar network activity	Application usage data; technical information; and your browsing and search history on our website	To improve our services and the visitor experience on our website, diagnose server problems and administer our website	To analytical companies and marketing specialist companies for the purpose of enhancing our services and our website and improving the effectiveness of our communications

California residents also have the rights described below. We will not discriminate against any California resident who exercises these rights.

Right to access/know. You may request from us a list of (i) the personal information that we have collected about you, and (ii) the categories of third

Right to delete your personal information. You may request, at any time, that we delete your personal information.

You may contact us to exercise these rights at privacy@screencastify.com. To ensure the privacy and protection of individuals, we are required to verify your identity or otherwise authenticate your request(s). Please note that, under the CCPA, we are not required to grant a request to access/know or a request to delete with respect to personal information obtained from you in your role as an employee, owner, director, officer or contractor of a company and within the context of Screencastify providing its services to such company.

European Union Residents

If you are a resident of the European Union, you have certain additional rights with respect to your personal information under the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), including the following:

- The right of access to your personal information.
- The right to rectify your personal information if it is incorrect or incomplete.
- The right to have your personal information erased (“right to be forgotten”) if certain grounds are met.
- The right to withdraw your consent to our processing of your personal information at any time (if our processing is based on consent).
- The right to object to our processing of your personal information (if processing is based on legitimate interests).
- The right to object to our processing of your personal information for direct marketing purposes.
- The right to receive your personal information from us in a structured, commonly used and machine-readable format, and the right to transmit

If you are located in the European Union and you are or have been a Screencastify customer, we may send you marketing communications based on our legitimate interests, subject always to your right to opt out of such communications. Further, if you are located in the European Union, we will never share your personal information with a third party for such third party's marketing purposes, unless you have specifically consented to us doing so.

You may contact us at privacy@screencastify.com to exercise any of the above rights. We may request specific information from you to confirm your identity, and in some circumstances we may charge a reasonable fee for access to your personal information. Furthermore, if you believe that our processing of your personal information is inconsistent with your data protection rights under the GDPR and we have not adequately addressed your concerns, you have the right to lodge a complaint with the data protection supervisory authority of your country.

For purposes of the GDPR, we are a “controller” and you are a “data subject.”

Retaining and Deleting Information

We don't retain your information for longer than we need to for the purposes listed in this policy. We may delete certain personal and usage data if you haven't used your account for more than 2 years. We will never delete any videos created with Screencastify.

Cookies

Screencastify uses cookies to recognize you when you log in with Google to our website or application and to track referral purchases for our affiliate program . You can block cookies through your browser settings, but if you do you might not be able to use Screencastify properly.

publish videos directly from Screencastify to YouTube. Screencastify uses YouTube API Services in order to operate this feature. To learn more about how Google manages and protects your information, please see [Google's Privacy Policy](#).

In order to provide this feature, we access and store certain user information from YouTube (hereby referred to as "YouTube Data"), including your channel name(s), channel ID, channel thumbnail URL, and uploaded video URL.

YouTube Data is stored on the Google Cloud infrastructure. We do not share your YouTube Data with any other third parties, and restrict internal access to this data to key employees who maintain our technical operations.

You may disconnect your YouTube channel(s) at any time from the "Publish to YouTube" section of our application. When you do so, we permanently delete all of your YouTube Data. Additionally, you may revoke Screencastify's access to your YouTube Data via your [Google security settings page](#).

Communication

Upon installing our application, all non-student users over the age of 13 agree to receive account-related and marketing emails including relevant Screencastify information like new feature releases, product tutorials, customer success stories, and community-related features. You may opt-out of marketing communication at any time by clicking the unsubscribe link in any email received, or by providing us notice to the contact information listed [here](#).

We are not responsible for users who identify themselves incorrectly (e.g. students who declare that they are corporate users), though as noted above we are able to change any user's incorrect information upon request.

any material changes, we will send you a link to our new policy along with a summary of our updated data collection practices via email or through our application. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use Screencastify, you are agreeing to this Privacy Policy and any updates we make to it.

We will notify schools in advance of material changes to this policy.

Contact Information

Should you have any question about this policy, please email us at privacy@screencastify.com, call us at (708) 971-0794 or write us at:

Screencastify, LLC
227 W Monroe St Suite 5200
Chicago, IL 60606

US customers may also contact the iKeepSafe COPPA Safe Harbor program directly at COPPAPrivacy@ikeepSAFE.org.

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KEYANALYTICS

BACKGROUND INFORMATION:

KeyAnalytics (also known as California Financial Services) has been assisting the District with analysis and reports required to be in compliance with government agencies.

The Annual & Five Year Developer Fees Report is required by Government Code Sections 66001 and 66006 and Education Code Sections 17620. KeyAnalytics will assist the District with the preparation of the necessary resolutions, public notices and report.

RECOMMENDATION:

Approve the agreement with KeyAnalytics to prepare the Annual & Five Year Developer Fee Report for 2019-20 at a cost up to \$4,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,000.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

KEYANALYTICS

and

SAN YSDIRO SCHOOL DISTRICT

for

*Preparation of Annual and
Five-Year Reportable Fees Report*

KEYANALYTICS

Professional Services Agreement

Page 1 of 7

THIS AGREEMENT, commencing on August 14th, 2020, by and between **San Ysidro School District**, located in the County of San Diego, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. **KEYANALYTICS** (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder; and

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Funding Program ("SFP"), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications.

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services ("Special Related Consulting Services") in this AGREEMENT. Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed in accordance with the fee schedule incorporated into in each of the attached Statement of Work ("Fee Schedule") for the Consulting Services rendered.

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any Special Related Consulting Services, based on the time and materials expended, at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than quarterly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. OTHER MATTERS

A. Severability: Should any portion of the AGREEMENT be invalidated through legal proceedings; the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;

B. Sub-consultants: The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants, or other third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.

C. Independent Contractor Status: The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing

the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.

- D. Indemnity:** The CONSULTANT shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the DISTRICT.

The DISTRICT shall indemnify and hold the CONSULTANT, its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such AGREEMENT to indemnify and hold harmless, in addition to any damages actually incurred.

- E. Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities:** The DISTRICT shall compensate the CONSULTANT separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of the DISTRICT's utilization of funds and expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.
- F. Taxes:** The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- G. Amendment:** This AGREEMENT cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- H. Compliance with Law:** While performing the services contemplated by this AGREEMENT, the CONSULTANT and the DISTRICT agree to comply with all applicable laws and regulations.
- I. Work Records:** All written work products generated by the CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership

interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.

- J. Entire AGREEMENT:** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- K. Successors Permitted, Assignment:** This AGREEMENT shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- L. Execution of the AGREEMENT in Counterparts:** This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- M. Initial Term of the AGREEMENT:** The initial term of this AGREEMENT shall be one (1) year beginning on the date of this AGREEMENT.
- N. Renewal of the AGREEMENT:** At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original AGREEMENT for the purposes of calculating fees.

Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

- O. Termination of the AGREEMENT:** This AGREEMENT may be terminated by either party, with or without cause, upon thirty (30) days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.
- P. Fee Disputes:** The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this AGREEMENT. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- Q. Notices:** Except for invoices submitted by the CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: (619) 428-4476
marilyn.adrianzen@sysdschools.org

If to CONSULTANT:

Steven Gald
Vice President, Public Finance
California Financial Services
555 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
Phone: (949) 282-1077
sgald@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

IV. DISPUTE RESOLUTION

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- A. All parties to this AGREEMENT are giving up the right to sue each other in court, including the right to a trial by jury, except as provided in the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reasons(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this AGREEMENT.

Notwithstanding the foregoing, the arbitration forum rules chosen herein provide for only one arbitrator and for mutual participation by the DISTRICT and CONSULTANT in selecting the arbitrator. Arbitration is generally faster and less expensive than a court proceeding. It also offers the parties the opportunity to select a decision-maker who is knowledgeable with respect to the subject matter of the dispute.

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of the DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the DISTRICT and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

KEYANALYTICS

Professional Services Agreement

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Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein.

The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

SAN YSIDRO SCHOOL DISTRICT

By: _____

**Marilyn Adrianzen
Chief Business Official**

Date: _____

Board approved: _____

KEYANALYTICS

By:  _____

**Steven Gald
Vice President**

EXHIBIT A
STATEMENT OF WORK

**PREPARATION OF ANNUAL AND
FIVE-YEAR REPORTABLE FEES REPORT**

STATEMENT OF WORK

Preparation of Annual and Five-Year Reportable Fees Report

SERVICES TO BE PROVIDED BY CONSULTANT

Government Code Sections 66006 and 66001 provide that the DISTRICT shall make available to the public certain information and adopt prescribed findings relative to school facility fees adopted pursuant to Education Code Section 17620 and Government Code Sections 65995 (“Level 1 Fees” and “Commercial/Industrial Fees” collectively, “Statutory School Facility Fees”) and Government Code Sections 65995.5, 65995.6 and 65995.7 (“Level 2 Fees” and “Level 3 Fees” collectively, “Alternative School Facility Fees”). The described information and findings may be contained in an Annual and Five-Year Reportable Fees Report (“Report”) that is approved by the DISTRICT’s Board.

CONSULTANT will provide specialized consulting services to prepare Report for the DISTRICT. The specific activities to be performed by CONSULTANT include the following:

1. Prepare a Report for Fiscal Year 2019/2020 in compliance with applicable Government and Education Code Sections.
2. Assist the DISTRICT with the preparation of the necessary resolutions and public notices.
3. If requested by DISTRICT, attend one (1) Board meeting to review the Report with the Board and answer questions related to its content.

KEYANALYTICS

Professional Services Agreement

Exhibit A – Statement of Work

FEE SCHEDULE

The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a Report for the DISTRICT, as described above, the following amounts:

1. **REPORT FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a REPORT for Fiscal Year 2019/2020 a fixed fee of \$3,000.00 plus any ordinary expenses.
2. **BOARD MEETING FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the CONSULTANT attending a Board meeting at which the Report is presented, a fixed fee of \$500.00 plus any ordinary expenses.

EXHIBIT B

MSRB G-42
Client Disclosure

MSRB G-42 Client Disclosure

For Non-Municipal Advisory Contracts

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

KeyAnalytics is a division of California Financial Services, a registered municipal advisor regulated by the Securities and Exchange Commission. These regulations require that certain standard disclosures and certain specific disclosures be made to every client. *KeyAnalytics* does not provide municipal advisory services. The CONSULTANT does not intend to provide municipal advisory services as part of this engagement. Should the DISTRICT desire such services, California Financial Services will prepare a separate agreement for the DISTRICT. These disclosures are being made to ensure that changes in regulatory interpretation as to the types of services that are deemed “municipal advisory” do not expose the CONSULTANT or the DISTRICT to regulatory action.

STANDARD DISCLOSURES

These standard disclosures include advice that would also apply to nearly all contractors that provide services to municipal entities. In general, they describe how various forms of compensation create incentives for conduct that might conflict with the best interests of the DISTRICT. All identified forms of compensation have potential conflicts. The rationale for informing the DISTRICT is to make DISTRICT representatives aware of these conflicts for the purpose of monitoring the performance of the CONSULTANT and managing each identified conflict in daily decision making.

SPECIFIC DISCLOSURES

The specific disclosures are more particular to the specific circumstances of the DISTRICT and the CONSULTANT. These conflicts typically include campaign contributions, gifts, relationships between DISTRICT decision-makers and employees of the CONSULTANT and CONSULTANT findings and recommendations that result in additional work and compensation for the CONSULTANT. California Financial Services requires its employees to disclose any family relationships or marital relations to the CONSULTANT and the

KEYANALYTICS

Professional Services Agreement

Exhibit B – MSRB G-42 Client Disclosure

CONSULTANT generally prohibits any such person from acting as part of the DISTRICT consulting team. While consultants routinely make recommendations that lead to additional work and compensation, California Financial Services believes that disclosure of such conflicts ensures that DISTRICT management is aware of prior contracts and additional services that might be impacted by the CONSULTANT'S findings and recommendations.

PROVISIONS OF CONTRACT WITH DISCRETIONARY SERVICES

This AGREEMENT includes OPTIONAL Consulting Services to be provided by one or more KeyAnalytics staff that may also be California Financial Services municipal advisory professionals. In order for the CONSULTANT to provide any consulting services that might now or in the future be deemed "municipal advisory" services, the Securities and Exchange Commission requires us to provide written disclosure to the DISTRICT identifying the actual or potential conflicts of interest presented by various forms of compensation. We believe we may be obligated to provide this disclosure to protect both parties against regulatory action in the event that "municipal advisory" services is defined more broadly than is understood today. After considering these potential conflicts, the DISTRICT should determine whether the proposed form of compensation in the attached AGREEMENT best meets its needs for the agreed upon scope of services.

STANDARD DISCLOSURE OF POTENTIAL COMPENSATION CONFLICTS

Forms of compensation; potential conflicts. The forms of compensation for services deemed to be municipal advisory, if provided, vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

KEYANALYTICS

Professional Services Agreement

Exhibit B – MSRB G-42 Client Disclosure

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g. a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend the unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g. monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g. a minimum monthly payment with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon a principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g. bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisors' compensation.

KEYANALYTICS

Professional Services Agreement

Exhibit B – MSRB G-42 Client Disclosure

SPECIFIC CONFLICT OF INTEREST CHECKLIST

- Employee has made a political contribution to one or more elected DISTRICT officials;
- Employee has made a gift to a DISTRICT manager in excess of \$150, excluding meals related to District meetings and business;
- Employee has existing employment or consulting relationship with the DISTRICT;
- Employee has been a past employee of the DISTRICT within the prior 3 years;
- Family member of an employee is an employee or past employee of the DISTRICT;
- DISTRICT employee or Board member has a contractual relationship with the CONSULTANT or any of its subdivisions;
- CONSULTANT employee has had a contractual relationship with a District employee or Board member in any of the last three years;
- Employee receives compensation that is directly related to and contingent upon the issuance of debt by the DISTRICT;
- DISTRICT has a pre-existing Agreement with CONSULTANT for services that would be directly related to and contingent upon the issuance of debt by the DISTRICT;
- Proposed AGREEMENT will create a relationship with CONSULTANT that may generate additional compensation to CONSULTANT that would be directly related to and contingent upon the issuance of debt by the District.
- Explanation of any conflicts:**

Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to raise questions and discuss the foregoing matters with the advisor.

SAN YSIDRO SCHOOL DISTRICT

By _____

Name _____

Title _____

Date _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 13, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE
TITLEICRATE PROGRAM

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate and manage Federal compliance using *TitleICrate* so districts are prepared for State and Federal Compliance Monitoring.

The benefits of having the *TitleICrate* Program are:

- Required documentation in a safely stored, locked down and audit ready.
- Using the advanced review and approval process justifies and proves documentation compliance, eliminating the potential of returning already-spent Federal dollars.
- No need to worry about fires, vandalism, theft, misplacement or flooding.
- Monitor the status of all campuses in real-time.
- Automatic email reminders keep everyone ahead of deadlines.

In preparation for the Federal Program Monitoring (FPM), Educational Services Department would like to renew this service agreement to continue to use the *TitleICrate* Program for all sites and District at a total cost of \$3,800.00 for a year.

RECOMMENDATION:

Approve the service agreement with 806 Technologies, Inc. for the *TitleICrate* Program, for the 2020-2021 school year at a total cost of \$3,800.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.20

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$3,800.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

806 Technologies, Inc.
 5760 Legacy Drive
 Suite B3-176
 Plano, TX 75024
 (877) 331-6160x3
 accounting@806technologies.com



Quote

ADDRESS

Manuela Colom
 San Ysidro School District (CA)
 4350 Otay Mesa Rd
 San Ysidro, CA 92173

QUOTE # 4018
 DATE 08/07/2020

ACTIVITY	QTY	RATE	AMOUNT
Title1Crate - District Title1Crate for Federal Programs Documentation -- District Crate	1	500.00	500.00
Title1Crate - Campus Title1Crate for Federal Programs Documentation -- Campus Crates	7	500.00	3,500.00
Discount Discount for 2020-21 School Year	8	-25.00	-200.00

This estimate is for the 2020-21 school year.

TOTAL **\$3,800.00**

Accepted By _____
 Marilyn Adrianzen, CBO
 San Ysidro School District

Accepted Date _____
 Board approved: _____

806 | Technologies

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as "us" or "we") provides the 806technologies.com site and various related services (together referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

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As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registration in connection with: (i) school campus

and school district improvement-plan software to assist educators in identifying needs, setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; and (iii) technology to store and track school documents. The site also includes access to an application creation platform designed to help school administrators create and manage mobile apps for their school or district. Certain fees in connection with training features of our services are disclosed on this site. Please contact us for information concerning fees for all other services and software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content - including text, communications, software, images, sounds, data, or other information - that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

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FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THRID PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY

FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off

accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.

14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By

downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@806technologies.com . if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

20. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights

shall not constitute a waiver of that right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texas corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.